

EXHIBIT A

and the fax machine itself. A junk fax also ties up the phone line and the fax machine of the recipient, thereby precluding their use for legitimate, authorized facsimiles and other business. Finally, a junk fax wastes the recipient's time in reviewing and discarding unwanted solicitations.

5. Based on information, belief, and the appearance of the 7/3/12 Fax Ad itself, Cartridge World also sent the 7/3/12 Fax Ad to numerous other persons via their respective fax machines. Cartridge World will likely continue to send such advertisements via facsimile absent an injunction or other action prohibiting such conduct.

6. The claims of Whiteamire Clinic and the other recipients of the 7/3/12 Fax Ad are all based on the same legal theory; *i.e.*, violations of the JFPA. This action seeks the following relief that is expressly authorized by the JFPA: (i) an injunction that prohibits Cartridge World, their employees, agents, representatives, contractors, affiliates, and all persons and entities acting in concert with them, from sending advertisements via facsimile without a compliant opt-out notice; (ii) statutory damages; and (iii) treble damages.

JURISDICTION AND VENUE

7. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 as the JFPA is a federal statute and, therefore, gives rise to federal question jurisdiction.

8. This Court has personal jurisdiction over Cartridge World because Cartridge World transacted business within this judicial district, made contracts within this judicial district, and/or committed tortious acts within this judicial district.

9. This Court has venue under 28 U.S.C. § 1391 because a substantial part of the events or omissions giving rise to the claim occurred in this district.

PARTIES

10. Whiteamire Clinic is an Ohio corporation, and it operates a chiropractic clinic located at 2031 Park Avenue West in Ontario, Ohio.

11. Cartridge World North America, LLC is a Nevada limited liability company, and its principal place of business is located at 3917 Mercy Drive in McHenry, Illinois.

12. Cartridge World North America sells ink cartridges and other printing supplies directly from its website and also franchises retail outlets that sell similar goods under the trade name “Cartridge World.”

13. John Does 1-10 assisted Cartridge World in its facsimile advertising activities by providing a list of fax numbers, transmitting the 7/3/12 Fax Ad, providing advice or assistance on the content of the 7/3/12 Fax Ad, *etc.* The identity of the John Doe defendants is not presently known but will be identified through discovery.

FACTS

14. Cartridge World sent material to Whiteamire Clinic via its office facsimile machine that promoted the commercial availability or quality of Cartridge World’s goods or services on July 3, 2012.

15. Cartridge World did not seek or obtain permission from Whiteamire Clinic to send ads to Whiteamire Clinic’s office facsimile machine prior to doing so.

16. The 7/3/12 Fax Ad did not contain an opt-out notice in compliance with the requirements of the JFPA.

17. Based on information, belief, and the appearance of the 7/3/12 Fax Ad itself, Cartridge World sent the 7/3/12 Fax Ad to more than forty persons via facsimile.

CLASS ACTION ALLEGATIONS

19. In accordance with Fed. R. Civ. Pro 23, Whiteamire Clinic brings this action on

behalf of the following persons: “All persons who (1) on or after four years prior to the filing of this action (2) were sent the 7/3/12 Fax Ad or similar material (3) via facsimile (4) by or on behalf of Cartridge World (5) that lacked a compliant opt-out notice.” This class of persons constitutes the putative class members. Whiteamire Clinic may amend the class definition after discovery identifies potential class members, additional facsimile advertisements, and/or the contours of the class.

19. Numerosity: Advertisements, including those disseminated via facsimile, are typically sent to hundreds if not thousands of persons. Based on information, belief, and the appearance of the 7/3/12 Fax Ad itself, the 7/3/12 Fax Ad was sent to more than forty persons. The joinder of such a large group of persons in a single lawsuit would be impracticable.

20. Commonality: Common questions of law and fact apply to the claims of the putative class members. These include the following:

- (a) Whether the 7/3/12 Fax Ad constitutes an “advertisement” within the meaning of the JFPA;
- (b) Whether the opt-out notice on the 7/3/12 Fax Ad complies with the requirements of the JFPA;
- (c) Whether Cartridge World violated the JFPA and the regulations promulgated thereunder with regard to the 7/3/12 Fax Ad; and
- (d) Whether Cartridge World sent the 7/3/12 Fax Ad intentionally, knowingly, or willfully.

21. Typicality: Whiteamire Clinic’s claims are typical of the claims of the putative class members. Whiteamire Clinic is asserting the same claim under the same federal statute as the other members of the putative class. Whiteamire Clinic is also seeking the same relief for itself and the other members of the putative class.

22. Adequacy: Whiteamire Clinic will fairly and adequately represent the interests of the putative class members. Whiteamire Clinic has no interests in conflict with the putative class members, has the resources and inclination to prosecute this action to completion, and has retained experienced counsel to assist it in doing so.

23. Predominance: The questions of law and fact common to the putative class members predominate over any questions affecting only individual members because:

- (a) Whiteamire Clinic's claim involves the same facts and legal issues as that of the putative class members;
- (b) the evidence supporting Cartridge World's likely defenses will come solely from Cartridge World's own records and will not require any information or inquiries from individual class members;
- (c) the damages for all putative class members are set by statute and will, therefore, be the same for each and every member of the putative class; and
- (d) the identity of the putative class members can be readily ascertained from Cartridge World or its agents' computer records, phone records, or other business records.

24. Superiority: A class action would be superior to individual actions by the putative class members for the following reasons:

- (a) the damages suffered by any one class member are too low to justify a stand-alone lawsuit;
- (b) the JFPA contains no provision for awarding attorney fees. As such, individual claimants would, as a practical matter, have to proceed *pro se* against a large, sophisticated defendant;
- (c) many of the putative class members are legal entities that would not be permitted to proceed in court *pro se*; and
- (d) the evidence concerning each of the putative class member's claims is so similar that the adjudication of each

on an individual basis would be repetitive, inefficient, and wasteful.

CLAIM FOR RELIEF – VIOLATIONS OF THE JFPA

25. The JFPA makes it unlawful for any person to “use any telephone facsimile machine, computer or other device to send, to a telephone facsimile machine, an unsolicited advertisement” 47 U.S.C. 227(b)(1).

26. The JFPA defines an “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person’s prior express invitation or permission, in writing or otherwise.” 47 U.S.C. § 227(a)(5).

27. Cartridge World sent the 7/3/12 Fax Ad to the facsimile machines of Whiteamire Clinic and numerous other persons.

28. The 7/3/12 Fax Ad promotes the commercial availability and/or quality of the goods and/or services of Cartridge World.

29. Cartridge World did not obtain prior express invitation or permission from Whiteamire Clinic before sending the 7/3/12 Fax Ad to Whiteamire Clinic’s fax machine.

30. Based on information and belief, Cartridge World has sent other unsolicited advertisements to Whiteamire Chiropractic and other persons via facsimile in violation of the JFPA.

31. Cartridge World’s conduct has caused Whiteamire Clinic and the putative class members to suffer actual and statutory damages under the JFPA.

WHEREFORE, Plaintiff Whiteamire Clinic P.A., Inc., individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendant Cartridge World North America, LLC and John Does 1-10 as follows:

- (1) that the Court adjudge and decree that the present case may be properly maintained as a class action, appoint Whiteamire Clinic as the representative of the class, and appoint Whiteamire Clinic's counsel as counsel for the class;
- (2) that the Court award actual or statutory damages to Whiteamire Chiropractic and the other members of the class for each violation of the JFPA by Cartridge World;
- (3) that the Court enjoin Cartridge World from additional violations of the JFPA; and
- (4) that the Court award Whiteamire Clinic pre-judgment interest, post-judgment interest, attorney fees, treble damages, costs, and such other relief as may be just and proper.

Respectfully submitted,

WHITEAMIRE CLINIC P.A., INC., individually
and as the representative of a class of similarly-
situated persons,

/s/ Matthew E. Stubbs

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Counsel for Whiteamire Clinic P.A., Inc.

[Print](#) | [Close Window](#)

Subject: MyFax Delivery from 6506556633
From: "MyFax" <NoReply@MyFax.com>
Date: Tue, Jul 03, 2012 9:21 am
To: <lindsay@drusty.com>
Attach: 524485899c.gif
6506556633_120703_524485899.pdf

[Report this as Junk](#)[MyFax Support](#)[Login to MyFaxCentral](#)

You have received a fax!

Fax Received at: 07/03/2012 12:19:10 GMT -4
Receiving Fax Number: (419) 529-6085
of Pages: 1
Sending Fax: 6506556633
Caller Id: 8883997340

Please note that the image shown below is only the first page of the attached fax. To view your fax, open the attachment.

From: K. Davis

Fax: (888) 399-7340

To: contactfirst1445 contact Fax: +1 (419) 529-6085

Page 1 of 1 7/3/2012 11:19



FACSIMILE



**"I saved
\$2,500 on toner
last year."**



**CHRISTINA P., PROCARE, HAS SAVED \$12,900 ON TONER
SINCE 2007 AND HAS 11 CARTRIDGE WORLD PRINTERS.**

Start saving thousands by switching to Cartridge World. Not only will you save big on ink and toner, but you can also get great deals on printers for your business.



Cartridge World offers eco-friendly ink and toner at prices way below full-priced OEM cartridges. That's a lot of money back in your pocket!

UP TO 30% SAVINGS | 100% GUARANTEE | FREE DELIVERY*
ON ALL YOUR INK & TONER NEEDS



Go to CartridgeWorld.com to calculate your savings and find a store near you.

*See your local participating Cartridge World store for details. All trademarks are used for descriptive purposes only. The names of other companies, products, brands or model numbers may be trademarks of their respective owners. Cartridge World makes no claims of sponsorship, affiliation or endorsement. ©2012 Cartridge World North America LLC. All rights reserved. Cartridge World and Why pay more to print? are registered trademarks and the Easier Smile is a trademark of Cartridge World North America LLC.

PRIVACY: At Cartridge World we are committed to protecting the privacy of our customers and users of our website. Please review our Privacy Policy at CartridgeWorld.com/Privacy.

Thank you for using MyFax. Try our other products: www.protus.com/try

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EXHIBIT B

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

WHITEAMIRE CLINIC, P.A., INC.)	Case No. 1:16-CV-226
)	
v.	)	Judge Christopher A. Boyko
)	
CARTRIDGE WORLD NORTH)	
AMERICA, LLC, et al.)	

NOTICE OF APPEARANCE

PLEASE TAKE NOTICE that Thomas H. Stewart, Blank Rome LLP, enters his appearance as counsel for Defendant, Cartridge World North America, LLC.

Respectfully submitted,

/s/ Thomas H. Stewart

Thomas H. Stewart (0059246)

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Counsel for Defendant,
Cartridge World North America, LLC

CERTIFICATE OF SERVICE

I hereby certify that on February 26, 2016 I electronically filed the foregoing Notice with the Clerk of the Court using the CM/ECF system which will send notification of such filing to counsel of record for each party and those registered to receive a Notice of Electronic Filing for this case.

/s/ Thomas H. Stewart
Counsel for Defendant,
Cartridge World North America, LLC

EXHIBIT C

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AT CLEVELAND)

WHITEAMIRE CLINIC, P.A., INC.	) Case No. 1:16-CV-226
)
v.	) Judge Christopher A. Boyko
)
CARTRIDGE WORLD NORTH	) ANSWER OF DEFENDANT
AMERICA, LLC, et al.	) CARTRIDGE WORLD NORTH
	) AMERICA, LLC TO PLAINTIFF'S
	) COMPLAINT
)

Comes now Defendant, Cartridge World North America, LLC ("Cartridge World") ("CWNA"), for its Answer to the Complaint and states as follows:

PRELIMINARY STATEMENT

1. CWNA denies the allegations contained in paragraph 1 of the Complaint.
2. The allegations contained in paragraph 2 are legal conclusions to which no response is required. To the extent that paragraph 2 of the Complaint quotes from the TCPA, 47 U.S.C. § 227, CWNA notes that the statute speaks for itself and is the best evidence of its content.
3. CWNA denies the allegations contained in paragraph 3 of the Complaint.
4. The allegations contained in paragraph 4 are legal conclusions to which no response is required. To the extent a response is required, CWNA denies the allegations contained in paragraph 4 of the Complaint.
5. CWNA denies the allegations contained in paragraph 5 of the Complaint.

6. The allegations contained in paragraph 6 discuss Plaintiff's intent regarding the filing of the Complaint and do not require a response from CWNA. To the extent a response is required, CWNA denies the allegations contained in paragraph 6.

JURISDICTION AND VENUE

7. CWNA admits that this Court has subject matter jurisdiction based on federal question jurisdiction.

8. CWNA admits that it transacted business within the Northern District of Ohio. CWNA denies that it committed tortious acts within or outside the Northern District of Ohio.

9. CWNA admits that venue is proper in the Northern District of Ohio insofar as CWNA transacts business in the District. CWNA denies that it committed a statutory or regulatory violation or any of the conduct complained of within or outside the District. CWNA denies that it has harmed Plaintiff and/or any class of persons in any way within or outside the District.

PARTIES

10. CWNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the Complaint and, therefore, denies same.

11. CWNA admits the allegations contained in paragraph 11 of the Complaint.

12. CWNA admits the allegations contained in paragraph 12 of the Complaint.

13. CWNA admits that the Complaint purports to allege claims against "John Does 1-10." CWNA lacks knowledge or information sufficient to form a belief that John Does 1-10 will be identified through discovery or are not presently known by Plaintiff. Therefore, those allegations are deemed denied.

FACTS

14. CWNA denies the allegations contained in paragraph 14 of the Complaint.

15. CWNA denies the allegations contained in paragraph 15 of the Complaint.

16. The allegations contained in paragraph 16 are legal conclusions to which no response is required. To the extent a response is required, CWNA notes that Exhibit A to the Complaint speaks for itself and is the best evidence of its content.

17. CWNA denies the allegations contained in paragraph 17 of the Complaint.

CLASS ACTION ALLEGATIONS

18. The allegations contained in paragraph 18 discuss Plaintiff's intent regarding the filing of the Complaint and do not require a response from CWNA. To the extent a response is required, CWNA denies the allegations contained in paragraph 18.

19. CWNA makes no answer to the allegations of paragraph 19 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

20. CWNA makes no answer to the allegations of paragraph 20 and its subparts (a) through (d), to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

21. CWNA makes no answer to the allegations of paragraph 21 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

22. CWNA makes no answer to the allegations of paragraph 22 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

23. CWNA makes no answer to the allegations of paragraph 23 and its subparts (a) through (d), to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

24. CWNA makes no answer to the allegations of paragraph 24 and its subparts (a) through (d), to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

CLAIM FOR RELIEF – VIOLATION OF THE JFPA

25. The allegations contained in paragraph 25 are legal conclusions to which no response is required. To the extent that paragraph 25 of the Complaint quotes from the JFPA, 47 U.S.C. § 227 *et seq.*, CWNA notes that the statute speaks for itself and is the best evidence of its content.

26. The allegations contained in paragraph 26 are legal conclusions to which no response is required. To the extent that paragraph 26 of the Complaint quotes from TCPA, 47 U.S.C. § 227 *et seq.*, CWNA notes that the statute speaks for itself and is the best evidence of its content.

27. CWNA denies the allegations contained in paragraph 27 of the Complaint.

28. The allegations contained in paragraph 28 are legal conclusions to which no response is required. To the extent a response is required, CWNA notes that Exhibit A to the Complaint speaks for itself and is the best evidence of its content.

29. CWNA denies the allegations contained in paragraph 29 of the Complaint.

30. CWNA denies the allegations contained in paragraph 30 of the Complaint.

31. CWNA denies the allegations contained in Paragraph 31 of the Complaint

32. CWNA denies all other allegations of Plaintiff's Amended Complaint not otherwise specifically denied herein.

AS TO PLAINTIFF'S DEMAND FOR RELIEF

CWNA denies that Plaintiff, or any member of the putative class, is entitled to any relief whatsoever, including, but not limited to, any judgment or decree that the present case may be properly maintained as a class action, any monetary damages, injunctive relief, pre-judgment interest, attorneys' fees or costs.

AFFIRMATIVE DEFENSES

CWNA, in the alternative, and without prejudice to the denials and other statements made in its Answer to Plaintiff's Complaint, for its Affirmative Defenses, states as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Prior Express Consent)

The Complaint and each purported claim contained therein are barred to the extent that Plaintiff or any member of the putative class provided consent for the alleged fax messages.

THIRD AFFIRMATIVE DEFENSE

(Waiver, Estoppel, Laches, Unclean Hands, Ratification, and Statute of Limitations)

The claims asserted in the Complaint are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, unclean hands, ratification, and/or applicable statutes of limitations.

FOURTH AFFIRMATIVE DEFENSE

(Plaintiff's Own Actions or Inaction)

Plaintiff's damages, and the damages of the putative class members, if any, have been caused by their own action or inaction.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Plaintiff and the putative class members have failed to mitigate their damages.

SIXTH AFFIRMATIVE DEFENSE

(Uncertainty as to Opt-Out Notice Requirement)

At all times herein, CWNA was reasonably uncertain about whether the opt-out notice requirement in the Federal Communications Commission's 2006 Junk Fax Order, *Rules and Regulations Implementing the Telephone Consumer Protection Act of 1991, Junk Fax Prevention Act of 2005*, CG Docket Nos. 02-278, 05-338, Report and Order and Third Order on Reconsideration, 21 FCC Rcd 3787 (2006), applied to faxes sent with the recipient's prior permission. CWNA is entitled to retroactive relief for those faxes, if any, that are determined to have been sent with an insufficient opt-out notice.

SEVENTH AFFIRMATIVE DEFENSE

(Unconstitutionally Vague and Overbroad)

Interpretations of the JFPA upon which Plaintiff's Complaint is based are unconstitutionally vague and overbroad and thus violate the Due Process Clause of the Fifth

Amendment to the United States Constitution, and the Due Process provisions of the Fourteenth Amendment to the United States Constitution.

EIGHTH AFFIRMATIVE DEFENSE

(Lack of Control)

Any purported damages to Plaintiff or the putative class members, which CWNA denies, are the result of the acts or omissions of persons or entities over which CWNA has neither control nor responsibility.

NINTH AFFIRMATIVE DEFENSE

(Defenses Specific to Class Members)

CWNA may have additional unique affirmative defenses applicable to different putative members of Plaintiff's proposed class. CWNA reserves the right to assert such additional affirmative defenses as the need arises, insofar as class certification has not been granted and is not appropriate in this case.

TENTH AFFIRMATIVE DEFENSE

(Excessive Penalties)

The statutory penalties sought by Plaintiff and members of the putative class are excessive and thus violate the Due Process Clause of the Fifth Amendment to the United States Constitution, and the Due Process provision of the Fourteenth Amendment to the United States Constitution.

ELEVENTH AFFIRMATIVE DEFENSE

(Third Parties)

The matters that are the subject of this Complaint and the actions therein complained of are attributable to third parties over whom CWNA had no control or right to control, and recovery therefore is barred or limited.

TWELFTH AFFIRMATIVE DEFENSE

(Substantial Compliance with Law)

CWNA is not liable to Plaintiff or members of any putative class because CWNA acted reasonably and with due care and substantially complied with all applicable statutes, regulations, ordinances, and/or other laws.

THIRTEENTH AFFIRMATIVE DEFENSE

(Reservation of Rights)

CWNA reserves the right to supplement its Answer to assert any other defenses available to it under applicable law.

PRAYER FOR RELIEF

WHEREFORE, having answered, CWNA respectfully requests that this Court dismiss Plaintiff's Complaint with prejudice at Plaintiff's cost, award CWNA its attorneys' fees and costs, and grant such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted,

/s/ Thomas H. Stewart

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Counsel for Defendant,
Cartridge World North America, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AT CLEVELAND)

WHITEAMIRE CLINIC, P.A., INC.	) Case No. 1:16-CV-226
)
v.	) Judge Christopher A. Boyko
)
CARTRIDGE WORLD NORTH	) CORPORATE DISCLOSURE
AMERICA, LLC, et al.	) STATEMENT IN A CIVIL CASE
)

Pursuant to the Corporate Disclosure Statement provisions in Local Civil Rule 3.13(c): Any non-governmental corporate party to a case must file a corporate disclosure statement identifying the following: (a) Any parent, subsidiary, or affiliate corporation; (b) Any publicly held corporation that owns 10% or more of the party's stock; and (c) Any publicly held corporation or its affiliate that has a substantial financial interest in the outcome of the case by reason of insurance, a franchise agreement or indemnity agreement. A corporation is an affiliate for purposes of this rule if it controls, is under the control of, or is under common control with a publicly owned corporation. A party must file the statement upon the filing of a complaint, answer, motion, response, or other pleading in this Court, whichever occurs first. The obligation to report any changes in the information originally disclosed continues throughout the pendency of the case.

In compliance with those provisions, this Corporate Disclosure Statement is filed on behalf of: **Defendant Cartridge World North America, LLC.**

1. Is said party a parent, subsidiary or other affiliate of a publicly owned corporation?

_____Yes X No

If the answer is Yes, list below the identity of the parent, subsidiary or other affiliate corporation and the relationship between it and the named party:

2. Is there a publicly owned corporation, not a party to the case, that has a financial interest in the outcome?

_____Yes X No

If the answer is Yes, list the identity of such corporation and the nature of the financial interest:

/s/ Thomas H. Stewart
(Signature of Counsel)

March 18, 2016
(Date)

CERTIFICATE OF SERVICE

I hereby certify that on March 18, 2016, I electronically filed the foregoing Answer with the Clerk of the Court using the CM/ECF system which will send notification of such filing to counsel of record for each party and those registered to receive a Notice of Electronic Filing for this case.

/s/ Thomas H. Stewart
Counsel for Defendant,
Cartridge World North America, LLC

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AT CLEVELAND)**

WHITEAMIRE CLINIC, P.A., INC., an)
Ohio corporation, individually and as the)
representative of a class of similarly-situated)
persons,)
)
Plaintiff,)
)
v.)
)
CARTRIDGE WORLD NORTH)
AMERICA, LLC and JOHN DOES 1-10,)
)
Defendants.)

Civil Action No. 1:16-cv-00226-CAB
Judge Christopher A. Boyko
CLASS ACTION
FIRST AMENDED CLASS ACTION COMPLAINT

Plaintiff, WHITEAMIRE CLINIC, P.A., INC. (“Plaintiff”), brings this action on behalf of itself and all others similarly situated, through its attorneys, and except as to those allegations pertaining to Plaintiff or its attorneys, which allegations are based upon personal knowledge, alleges the following upon information and belief against Defendants, CARTRIDGE WORLD NORTH AMERICA, LLC and JOHN DOES 1-10 (“Defendants”):

PRELIMINARY STATEMENT

1. This case challenges Defendants’ practice of sending unsolicited facsimiles.
2. The federal Telephone Consumer Protection Act of 1991, as amended by the Junk Fax Prevention Act of 2005, 47 USC § 227 (“JFPA” or the “Act”), and the regulations promulgated under the Act, prohibit a person or entity from faxing or having an agent fax advertisements without the recipient’s prior express invitation or permission. The JFPA provides a private right of action and provides statutory damages of \$500 per violation. Upon information and belief, Defendants have sent facsimile transmissions of unsolicited advertisements to

Plaintiff and the Class in violation of the JFPA, including, but not limited to, the facsimile transmission of an unsolicited advertisement on or about July 3, 2012 (“the Fax”), a true and correct copy of which is attached hereto as Exhibit A, and made a part hereof. The Fax describes the commercial availability or quality of Defendants’ products, goods and services. Plaintiff is informed and believes, and upon such information and belief avers, that Defendants have sent, and continue to send, unsolicited advertisements via facsimile transmission in violation of the JFPA, including but not limited to those advertisements sent to Plaintiff.

3. Unsolicited faxes damage their recipients. A junk fax recipient loses the use of its fax machine, paper, and ink toner. An unsolicited fax wastes the recipient’s valuable time that would have been spent on something else. A junk fax interrupts the recipient’s privacy. Unsolicited faxes prevent fax machines from receiving authorized faxes, prevent their use for authorized outgoing faxes, cause undue wear and tear on the recipients’ fax machines, and require additional labor to attempt to discern the source and purpose of the unsolicited message.

4. On behalf of itself and all others similarly situated, Plaintiff brings this case as a class action asserting claims against Defendants under the JFPA. Plaintiff seeks to certify a class including faxes sent to Plaintiff and other advertising faxes sent without proper opt-out language or without prior express invitation or permission whether sent to plaintiff or not.

5. Plaintiff is informed and believes, and upon such information and belief avers, that this action is based upon a common nucleus of operative facts because the facsimile transmissions at issue were and are being done in the same or similar manner. This action is based on the same legal theory, namely liability under the JFPA. This action seeks relief expressly authorized by the JFPA: (i) injunctive relief enjoining Defendants, their employees, agents, representatives, contractors, affiliates, and all persons and entities acting in concert with

them, from sending unsolicited advertisements in violation of the JFPA; and (ii) an award of statutory damages in the minimum amount of \$500 for each violation of the JFPA, and to have such damages trebled, as provided by § 227(b)(3) of the Act.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 47 U.S.C. § 227.

7. This court has personal jurisdiction over Defendants because Defendants transact business within this judicial district, have made contacts within this judicial district, and/or have committed tortious acts within this judicial district.

PARTIES

8. Plaintiff, WHITEAMIRE CLINIC, P.A., INC., is an Ohio corporation with its principal place of business in Ontario, Ohio.

9. On information and belief, Defendant, CARTRIDGE WORLD NORTH AMERICA, LLC, is a Nevada limited liability company with its principal place of business in McHenry, Illinois.

10. Cartridge World North America sells ink cartridges and other printing supplies directly from its website and also franchises retail outlets that sell similar goods under the trade name “Cartridge World.”

11. John Does 1-10 will be identified through discovery, but are not presently known.

FACTS

12. On information and belief, on or about July 3, 2012, Defendants transmitted by telephone facsimile machine a facsimile to Plaintiff. A copy of the facsimile is attached hereto as Exhibit A.

13. On information and belief, Defendant receives some or all of the revenues from the sale of the products, goods and services advertised on Exhibit A, and Defendant profits and benefits from the sale of the products, goods and services advertised on Exhibit A.

14. Plaintiff had not invited or given permission to Defendants to send the fax.

15. On information and belief, Defendants faxed the same and other unsolicited facsimiles without the required opt out language to Plaintiff and more than 25 other recipients or sent the same and other advertisements by fax with the required opt-out language but without first receiving the recipients' express invitation or permission.

16. There is no reasonable means for Plaintiff (or any other class member) to avoid receiving unauthorized faxes. Fax machines are left on and ready to receive the urgent communications their owners desire to receive.

17. Defendants' facsimile attached as Exhibit A did not display a proper opt-out notice as required by 47 C.F.R. § 64.1200.

CLASS ACTION ALLEGATIONS

18. In accordance with F. R. Civ. P. 23(b)(1), (b)(2) and (b)(3), Plaintiff brings this class action pursuant to the JFPA, on behalf of the following class of persons:

All persons who (1) on or after four years prior to the filing of this action, (2) were sent telephone facsimile messages of material advertising the commercial availability or quality of any property, goods, or services by or on behalf of Defendants, and (3) which Defendants did not have prior express invitation or permission, or (4) which did not display a proper opt-out notice.

Excluded from the Class are the Defendants, their employees, agents and members of the Judiciary. Plaintiff seeks to certify a class which include but are not limited to the fax advertisements sent to Plaintiff. Plaintiff reserves the right to amend the class definition upon completion of class certification discovery.

19. Class Size (F. R. Civ. P. 23(a)(1)): Plaintiff is informed and believes, and upon such information and belief avers, that the number of persons and entities of the Plaintiff Class is numerous and joinder of all members is impracticable. Plaintiff is informed and believes, and upon such information and belief avers, that the number of class members is at least forty.

20. Commonality (F. R. Civ. P. 23 (a) (2)): Common questions of law and fact apply to the claims of all class members. Common material questions of fact and law include, but are not limited to, the following:

- a) Whether the Defendants sent unsolicited fax advertisements;
- b) Whether Defendants' faxes sent to other persons not the Plaintiff constitute advertisements;
- c) Whether the Defendants' faxes advertised the commercial availability or quality of property, goods, or services;
- d) The manner and method the Defendants used to compile or obtain the list of fax numbers to which they sent Exhibit A, other unsolicited faxed advertisements, or other advertisements without the required opt-out language;
- e) Whether the Defendants faxed advertisements without first obtaining the recipient's prior invitation or permission;
- f) Whether the Defendants sent the faxed advertisements knowingly;
- g) Whether the Defendants violated the provisions of 47 U.S.C. § 227 and the regulations promulgated thereunder;
- h) Whether the faxes contain an "opt-out notice" that complies with the requirements of § (b)(1)(C)(iii) of the Act, and the regulations promulgated thereunder, and the effect of the failure to comply with such requirements;

i) Whether the Defendants should be enjoined from faxing advertisements in the future;

j) Whether the Plaintiff and the other members of the class are entitled to statutory damages; and

k) Whether the Court should award treble damages.

21. Typicality (F. R. Civ. P. 23 (a) (3)): The Plaintiff's claims are typical of the claims of all class members. The Plaintiff received the same faxes or similar as the faxes sent by or on behalf of the Defendants advertising products, goods and services of the Defendants during the Class Period. The Plaintiff is making the same claims and seeking the same relief for himself and all class members based upon the same federal statute. The Defendants have acted in the same or in a similar manner with respect to the Plaintiff and all the class members by sending Plaintiff and each member of the class the same faxes or faxes which did not contain the proper opt-out language or were sent without prior express invitation or permission.

22. Fair and Adequate Representation (F. R. Civ. P. 23 (a) (4)): The Plaintiff will fairly and adequately represent and protect the interests of the class. It is interested in this matter, has no conflicts and has retained experienced class counsel to represent the class.

23. Need for Consistent Standards and Practical Effect of Adjudication (F. R. Civ. P. 23 (b) (1)): Class certification is appropriate because the prosecution of individual actions by class members would: (a) create the risk of inconsistent adjudications that could establish incompatible standards of conduct for the Defendants, and/or (b) as a practical matter, adjudication of the Plaintiff's claims will be dispositive of the interests of class members who are not parties.

24. Common Conduct (F. R. Civ. P. 23 (b) (2)): Class certification is also appropriate because the Defendants have acted and refused to act in the same or similar manner with respect to all class members thereby making injunctive and declaratory relief appropriate. The Plaintiff demands such relief as authorized by 47 U.S.C. §227.

25. Predominance and Superiority (F. R. Civ. P. 23 (b) (3)): Common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other methods for the fair and efficient adjudication of the controversy because:

- a) Proof of the claims of the Plaintiff will also prove the claims of the class without the need for separate or individualized proceedings;
- b) Evidence regarding defenses or any exceptions to liability that the Defendants may assert and attempt to prove will come from the Defendants' records and will not require individualized or separate inquiries or proceedings;
- c) The Defendants have acted and are continuing to act pursuant to common policies or practices in the same or similar manner with respect to all class members;
- d) The amount likely to be recovered by individual class members does not support individual litigation. A class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one (1) proceeding based upon common proofs; and
- e) This case is inherently manageable as a class action in that:
 - (i) The Defendants identified persons or entities to receive the fax transmissions and it is believed that the Defendants' and/or Defendants' agents' computer and business records will enable the Plaintiff to readily identify class members

and establish liability and damages;

(ii) Liability and damages can be established for the Plaintiff and the class with the same common proofs;

(iii) Statutory damages are provided for in the statute and are the same for all class members and can be calculated in the same or a similar manner;

(iv) A class action will result in an orderly and expeditious administration of claims and it will foster economics of time, effort and expense;

(v) A class action will contribute to uniformity of decisions concerning the Defendants' practices; and

(vi) As a practical matter, the claims of the class are likely to go unaddressed absent class certification.

Claim for Relief for Violation of the JFPA, 47 U.S.C. § 227 *et seq.*

26. The JFPA makes it unlawful for any person to “use any telephone facsimile machine, computer or other device to send, to a telephone facsimile machine, an unsolicited advertisement” 47 U.S.C. § 227(b)(1)(C).

27. The JFPA defines “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission, in writing or otherwise.” 47 U.S.C. § 227 (a) (5).

28. **Opt-Out Notice Requirements.** The JFPA strengthened the prohibitions against the sending of unsolicited advertisements by requiring, in § (b)(1)(C)(iii) of the Act, that senders of faxed advertisements place a clear and conspicuous notice on the first page of the transmission that contains the following among other things (hereinafter collectively the “Opt-Out Notice

Requirements”):

1. a statement that the recipient is legally entitled to opt-out of receiving future faxed advertisements – knowing that he or she has the legal right to request an opt-out gives impetus for recipients to make such a request, if desired;
2. a statement that the sender must honor a recipient’s opt-out request within 30 days and the sender’s failure to do so is unlawful – thereby encouraging recipients to opt-out, if they did not want future faxes, by advising them that their opt-out requests will have legal “teeth”;
3. a statement advising the recipient that he or she may opt-out with respect to all of his or her facsimile telephone numbers and not just the ones that receive a faxed advertisement from the sender – thereby instructing a recipient on how to make a valid opt-out request for all of his or her fax machines;
4. The opt-out language must be conspicuous.

The requirement of (1) above is incorporated from § (b)(D)(ii) of the Act. The requirement of (2) above is incorporated from § (b)(D)(ii) of the Act and the rules and regulations of the Federal Communications Commission (the “FCC”) in ¶ 31 of its 2006 Report and Order (*In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act, Junk Prevention Act of 2005*, 21 F.C.C.R. 3787, 2006 WL 901720, which rules and regulations took effect on August 1, 2006). The requirements of (3) above are contained in § (b)(2)(E) of the Act and incorporated into the Opt-Out Notice Requirements via § (b)(2)(D)(ii). Compliance with the Opt-Out Notice Requirements is neither difficult nor costly. The Opt-Out Notice Requirements are important consumer protections bestowed by Congress upon the owners of the telephone lines and fax machines giving them the right, and means, to stop

unwanted faxed advertisements.

29. **2006 FCC Report and Order.** The JFPA, in § (b)(2) of the Act, directed the FCC to implement regulations regarding the JFPA, including the JFPA's Opt-Out Notice Requirements and the FCC did so in its 2006 Report and Order, which in addition provides among other things:

A. The definition of, and the requirements for, an established business relationship for purposes of the first of the three prongs of an exemption to liability under § (b)(1)(C)(i) of the Act and provides that the lack of an "established business relationship" precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 8-12 and 17-20);

B. The required means by which a recipient's facsimile telephone number must be obtained for purposes of the second of the three prongs of the exemption under § (b)(1)(C)(ii) of the Act and provides that the failure to comply with these requirements precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 13-16);

C. The things that must be done in order to comply with the Opt-Out Notice Requirements for the purposes of the third of the three prongs of the exemption under § (b)(1)(C)(iii) of the Act and provides that the failure to comply with these requirements precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 24-34);

D. The failure of a sender to comply with the Opt-Out Notice Requirements precludes the sender from claiming that a recipient gave "prior express invitation or permission" to receive the sender's fax (*See* Report and Order ¶ 48);

As a result thereof, a sender of a faxed advertisement who fails to comply with the Opt-Out Notice Requirements has, by definition, transmitted an unsolicited advertisement under the JFPA. This is because such a sender can neither claim that the recipients of the faxed advertisement gave “prior express invitation or permission” to receive the fax nor can the sender claim the exemption from liability contained in § (b)(C)(1) of the Act.

30. **The Fax.** Defendants sent the on or about July 3, 2012, advertisement via facsimile transmission from telephone facsimile machines, computers, or other devices to the telephone lines and facsimile machines of Plaintiff and members of the Plaintiff Class. The Fax constituted an advertisement under the Act. Defendants failed to comply with the Opt-Out Requirements in connection with the Fax. The Fax was transmitted to persons or entities without their prior express invitation or permission and/or Defendants are precluded from asserting any prior express invitation or permission or that Defendants had an established business relationship with Plaintiff and the other members of the Class because of the failure to comply with the Opt-Out Notice Requirements. By virtue thereof, Defendants violated the JFPA and the regulations promulgated thereunder by sending the Fax via facsimile transmission to Plaintiff and members of the Class. Plaintiff seeks to certify a class which includes this fax and others sent during the four years prior to the filing of this action through the present.

31. **Defendants’ Other Violations.** Plaintiff is informed and believes, and upon such information and belief avers, that during the period preceding four years of the filing of this Complaint and repeatedly thereafter, Defendants have sent via facsimile transmission from telephone facsimile machines, computers, or other devices to telephone facsimile machines of members of the Plaintiff Class faxes that constitute advertisements under the JFPA that were transmitted to persons or entities without their prior express invitation or permission (and/or that

Defendants are precluded from asserting any prior express invitation or permission or that Defendants had an established business relationship because of the failure to comply with the Opt-Out Notice Requirements in connection with such transmissions). By virtue thereof, Defendants violated the JFPA and the regulations promulgated thereunder. Plaintiff is informed and believes, and upon such information and belief avers, that Defendants may be continuing to send unsolicited advertisements via facsimile transmission in violation of the JFPA and the regulations promulgated thereunder, and absent intervention by this Court, will do so in the future.

32. The TCPA/JFPA provides a private right of action to bring this action on behalf of Plaintiff and the Plaintiff Class to redress Defendants' violations of the Act, and provides for statutory damages. 47 U.S.C. § 227(b)(3). The Act also provides that injunctive relief is appropriate. *Id.*

33. The JFPA is a strict liability statute, so the Defendants are liable to the Plaintiff and the other class members even if their actions were only negligent.

34. The Defendants knew or should have known that (a) the Plaintiff and the other class members had not given express invitation or permission for the Defendants or anybody else to fax advertisements about the Defendants' goods or services; (b) the Plaintiff and the other class members did not have an established business relationship; (c) Defendants transmitted advertisements; (d) the Faxes did not contain the required Opt-Out Notice; and (e) Defendants' transmission of advertisements that did not contain the required opt-out notice or were sent without prior express invitation or permission was unlawful.

35. The Defendants' actions caused damages to the Plaintiff and the other class members. Receiving the Defendants' junk faxes caused the recipients to lose paper and toner

consumed in the printing of the Defendants' faxes. Moreover, the Defendants' faxes used the Plaintiff's and the other class members' telephone lines and fax machine. The Defendants' faxes cost the Plaintiff and the other class members time, as the Plaintiff and the other class members and their employees wasted their time receiving, reviewing and routing the Defendants' unauthorized faxes. That time otherwise would have been spent on the Plaintiff's and the other class members' business activities. The Defendants' faxes unlawfully interrupted the Plaintiff's and other class members' privacy interests in being left alone.

WHEREFORE, Plaintiff, WHITEAMIRE CLINIC, P.A., INC., individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, CARTRIDGE WORLD NORTH AMERICA, LLC and JOHN DOES 1-10, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint the Plaintiff as the representative of the class, and appoint the Plaintiff's counsel as counsel for the class;

B. That the Court award actual monetary loss from such violations or the sum of five hundred dollars (\$500.00) for each violation, whichever is greater;

C. That Court enjoin the Defendants from additional violations; and

D. That the Court award pre-judgment interest, costs, and such further relief as the Court may deem just and proper.

Respectfully submitted,

WHITEAMIRE CLINIC, P.A., INC., individually
and as the representative of a class of similarly-
situated persons,

By: /s/ Matthew E. Stubbs

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(847) 368-1501 (fax)

Email: bwanca@andersonwanca.com

Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on May 31, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to all attorneys of record.

/s/ Matthew E. Stubbs

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Subject: MyFax Delivery from 6506556633
From: "MyFax" <NoReply@MyFax.com>
Date: Tue, Jul 03, 2012 9:21 am
To: <lindsay@drusty.com>
Attach: 524485899c.gif
6506556633_120703_524485899.pdf



[Report this as Junk](#)

 [MyFax Support](#)

[Login to MyFaxCentral](#)

You have received a fax!

Fax Received at: 07/03/2012 12:19:10 GMT -4
Receiving Fax Number: (419) 529-6085
of Pages: 1
Sending Fax: 6506556633
Caller Id: 8883997340

Please note that the image shown below is only the first page of the attached fax. To view your fax, open the attachment.

From: K. Davis

Fax: (888) 399-7340

To: contactfirst1445 contact Fax: +1 (419) 529-6085

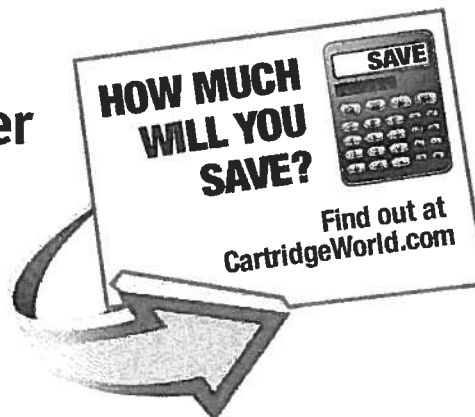
Page 1 of 1 7/3/2012 11:19

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EXHIBIT E

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AT CLEVELAND)

WHITEAMIRE CLINIC, P.A., INC.	) Case No. 1:16-CV-226
)
v.	) Judge Christopher A. Boyko
)
CARTRIDGE WORLD NORTH	) ANSWER OF DEFENDANT
AMERICA, LLC, et al.	) CARTRIDGE WORLD NORTH
	) AMERICA, LLC TO PLAINTIFF'S
	) FIRST AMENDED CLASS ACTION
	) COMPLAINT

Comes now Defendant, Cartridge World North America, LLC ("CWNA"), for its Answer to the First Amended Complaint ("FAC") and states as follows:

PRELIMINARY STATEMENT

1. The allegations contained in paragraph 1 discuss Plaintiff's intent regarding the filing of the FAC and do not require a response from CWNA. To the extent a response is required, CWNA denies the allegations contained in paragraph 1 of the FAC.

2. The allegations contained in paragraph 2 regarding the Junk Fax Protection Act ("JFPA"), 47 U.S.C. § 227, are legal conclusions to which no response is required. To the extent a response is required, CWNA denies that it violated the JFPA.

3. CWNA denies the allegations contained in paragraph 3 of the FAC.

4. The allegations contained in paragraph 4 discuss Plaintiff's intent regarding the filing of the FAC and do not require a response from CWNA. To the extent a response is required, CWNA denies that Plaintiff's claims are entitled to class treatment.

5. The allegations contained in paragraph 5 are legal conclusions to which no response is required. To the extent a response is required, CWNA denies the allegations contained in paragraph 5 of the FAC.

JURISDICTION AND VENUE

6. CWNA admits that this Court has subject matter jurisdiction under 28 U.S.C. § 1331.

7. CWNA admits that it transacted business within the Northern District of Ohio. CWNA denies that it committed tortious acts within or outside the Northern District of Ohio.

PARTIES

8. CWNA is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 10 of the FAC and, therefore, denies same.

9. CWNA admits the allegations contained in paragraph 11 of the FAC.

10. CWNA admits the allegations contained in paragraph 12 of the FAC.

11. CWNA admits that the FAC purports to allege claims against “John Does 1-10.” CWNA lacks knowledge or information sufficient to form a belief that John Does 1-10 will be identified through discovery or are not presently known by Plaintiff. Therefore, those allegations are deemed denied.

FACTS

12. CWNA denies the allegations contained in paragraph 12 of the FAC.

13. CWNA admits that it receives some or all of the revenues from the sale of the products described in Exhibit A of the FAC. CWNA denies the remaining allegations in paragraph 13.

14. CWNA denies the allegations contained in paragraph 14 of the FAC.

15. CWNA denies that it faxed any unsolicited facsimiles.

16. CWNA denies the allegations contained in paragraph 16 of the FAC.

17. The allegations contained in paragraph 16 are legal conclusions to which no response is required. To the extent a response is required, CWNA notes that Exhibit A to the FAC speaks for itself and is the best evidence of its content.

CLASS ACTION ALLEGATIONS

18. The allegations contained in paragraph 18 discuss Plaintiff's intent regarding the filing of the FAC and do not require a response from CWNA. To the extent a response is required, CWNA denies the allegations contained in paragraph 18.

19. CWNA makes no answer to the allegations of paragraph 19 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

20. CWNA makes no answer to the allegations of paragraph 20 and its subparts (a) through (k), to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

21. CWNA makes no answer to the allegations of paragraph 21 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

22. CWNA lacks knowledge or information sufficient to form a belief as to the adequacy of Plaintiff as a class representative. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

23. CWNA makes no answer to the allegations of paragraph 23 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

24. CWNA makes no answer to the allegations of paragraph 24 to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

25. CWNA makes no answer to the allegations of paragraph 25 and its subparts (a) through (e), to the extent that they are conclusions of law. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

CLAIM FOR RELIEF – VIOLATION OF THE JFPA

26. The allegations contained in paragraph 26 are legal conclusions to which no response is required. To the extent that paragraph 26 of the FAC quotes from the JFPA, 47 U.S.C. § 227 *et seq.*, CWNA notes that the statute speaks for itself and is the best evidence of its content.

27. The allegations contained in paragraph 27 are legal conclusions to which no response is required. To the extent that paragraph 27 of the FAC quotes from the JFPA, 47 U.S.C. § 227 *et seq.*, CWNA notes that the statute speaks for itself and is the best evidence of its content.

28. The allegations contained in paragraph 28 are legal conclusions to which no response is required. To the extent that paragraph 28 of the FAC quotes from the JFPA, 47 U.S.C. § 227 *et seq.*, CWNA notes that the statute speaks for itself and is the best evidence of its content.

29. The allegations contained in paragraph 29 are legal conclusions to which no response is required. To the extent that paragraph 29 of the FAC quotes from the Federal Communications Commission 2006 Report and Order, CWNA notes that the Report and Order speaks for itself and is the best evidence of its content.

30. CWNA denies the allegations contained in paragraph 30 of the FAC. CWNA denies that Plaintiff's case is entitled to class treatment and denies these class action allegations have any legal merit.

31. CWNA denies the allegations contained in paragraph 31 of the FAC.

32. The allegations contained in paragraph 32 are legal conclusions to which no response is required.

33. The allegations contained in paragraph 33 are legal conclusions to which no response is required.

34. CWNA denies the allegations contained in Paragraph 34 of the FAC.

35. CWNA denies the allegations contained in Paragraph 35 of the FAC

36. CWNA denies all other allegations of Plaintiff's FAC not otherwise specifically denied herein.

AS TO PLAINTIFF'S DEMAND FOR RELIEF

CWNA denies that Plaintiff, or any member of the putative class, is entitled to any relief whatsoever, including, but not limited to, any judgment or decree that the present case may be properly maintained as a class action, any monetary damages, injunctive relief, pre-judgment interest, attorneys' fees or costs.

AFFIRMATIVE DEFENSES

CWNA, in the alternative, and without prejudice to the denials and other statements made in its Answer to Plaintiff's FAC, for its Affirmative Defenses, states as follows:

FIRST AFFIRMATIVE DEFENSE

(Failure to State a Claim)

Plaintiff's FAC fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

(Prior Express Consent)

The FAC and each purported claim contained therein are barred to the extent that Plaintiff or any member of the putative class provided consent for the alleged fax messages.

THIRD AFFIRMATIVE DEFENSE

(Waiver, Estoppel, Laches, Unclean Hands, Ratification, and Statute of Limitations)

The claims asserted in the FAC are barred, in whole or in part, by the doctrines of waiver, estoppel, laches, unclean hands, ratification, and/or applicable statutes of limitations.

FOURTH AFFIRMATIVE DEFENSE

(Plaintiff's Own Actions or Inaction)

Plaintiff's damages, and the damages of the putative class members, if any, have been caused by their own action or inaction.

FIFTH AFFIRMATIVE DEFENSE

(Failure to Mitigate)

Plaintiff and the putative class members have failed to mitigate their damages.

SIXTH AFFIRMATIVE DEFENSE

(Uncertainty as to Opt-Out Notice Requirement)

At all times herein, CWNA was reasonably uncertain about whether the opt-out notice requirement in the Federal Communications Commission's 2006 Junk Fax Order, *Rules and*

Regulations Implementing the Telephone Consumer Protection Act of 1991, Junk Fax Prevention Act of 2005, CG Docket Nos. 02-278, 05-338, Report and Order and Third Order on Reconsideration, 21 FCC Rcd 3787 (2006), applied to faxes sent with the recipient's prior permission. CWNA is entitled to retroactive relief for those faxes, if any, that are determined to have been sent with an insufficient opt-out notice.

SEVENTH AFFIRMATIVE DEFENSE

(Unconstitutionally Vague and Overbroad)

Interpretations of the JFPA upon which Plaintiff's FAC is based are unconstitutionally vague and overbroad and thus violate the Due Process Clause of the Fifth Amendment to the United States Constitution, and the Due Process provisions of the Fourteenth Amendment to the United States Constitution.

EIGHTH AFFIRMATIVE DEFENSE

(Lack of Control)

Any purported damages to Plaintiff or the putative class members, which CWNA denies, are the result of the acts or omissions of persons or entities over which CWNA has neither control nor responsibility.

NINTH AFFIRMATIVE DEFENSE

(Defenses Specific to Class Members)

CWNA may have additional unique affirmative defenses applicable to different putative members of Plaintiff's proposed class. CWNA reserves the right to assert such additional affirmative defenses as the need arises, insofar as class certification has not been granted and is not appropriate in this case.

TENTH AFFIRMATIVE DEFENSE

(Excessive Penalties)

The statutory penalties sought by Plaintiff and members of the putative class are excessive and thus violate the Due Process Clause of the Fifth Amendment to the United States Constitution, and the Due Process provision of the Fourteenth Amendment to the United States Constitution.

ELEVENTH AFFIRMATIVE DEFENSE

(Third Parties)

The matters that are the subject of this FAC and the actions therein complained of are attributable to third parties over whom CWNA had no control or right to control, and recovery therefore is barred or limited.

TWELFTH AFFIRMATIVE DEFENSE

(Substantial Compliance with Law)

CWNA is not liable to Plaintiff or members of any putative class because CWNA acted reasonably and with due care and substantially complied with all applicable statutes, regulations, ordinances, and/or other laws.

THIRTEENTH AFFIRMATIVE DEFENSE

(Reservation of Rights)

CWNA reserves the right to supplement its Answer to assert any other defenses available to it under applicable law.

PRAYER FOR RELIEF

WHEREFORE, having answered, CWNA respectfully requests that this Court dismiss Plaintiff's FAC with prejudice at Plaintiff's cost, award CWNA its attorneys' fees and costs, and grant such other relief as the Court deems appropriate under the circumstances.

Respectfully submitted,

/s/ Joshua Briones

Joshua Briones, *admitted pro hac vice*
(CA SBN 205293)

E. Crystal Lopez
(CA SBN 296297) (*pro hac* forthcoming)
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Cleveland, Ohio 44115

Telephone: (216) 241-5310

Fax: (216) 241-1608

Email: rrezie@gallaghersharp.com

Counsel for Defendant,

Cartridge World North America, LLC

CERTIFICATE OF SERVICE

I hereby certify that on June 14, 2016, I electronically filed the foregoing Answer with the Clerk of the Court using the CM/ECF system which will send notification of such filing to counsel of record for each party and those registered to receive a Notice of Electronic Filing for this case.

/s/ Joshua Briones
Counsel for Defendant,
Cartridge World North America, LLC

EXHIBIT F

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
COLUMBIA DIVISION**

CAREER COUNSELING, INC. d/b/a)	
SNELLING STAFFING SERVICES, a)	
South Carolina corporation, individually and)	
as the representative of a class of similarly-)	
situated persons,	)	Civil Action No.: 3:15-cv-05061-CMC
)	
Plaintiff,	)	CLASS ACTION
)	
v.)	
)	
AMSTERDAM PRINTING & LITHO,)	
INC., TAYLOR CORPORATION and)	
JOHN DOES 1-10,)	
)	
Defendants.)	

CLASS ACTION COMPLAINT

Plaintiff, CAREER COUNSELING, INC. d/b/a SNELLING STAFFING SERVICES, brings this action on behalf of itself and all others similarly situated, through its attorneys, and except as to those allegations pertaining to Plaintiff or its attorneys, which allegations are based upon personal knowledge, alleges the following upon information and belief against Defendants, AMSTERDAM PRINTING & LITHO, INC., TAYLOR CORPORATON and JOHN DOES 1-10 (“Defendants”):

PRELIMINARY STATEMENT

1. This case challenges Defendants’ practice of sending unsolicited facsimiles.
2. The federal Telephone Consumer Protection Act of 1991, as amended by the Junk Fax Prevention Act of 2005, 47 USC § 227 (“JFPA” or the “Act”), and the regulations promulgated under the Act, prohibit a person or entity from faxing or having an agent fax advertisements without the recipient’s prior express invitation or permission. The JFPA provides

a private right of action and provides statutory damages of \$500 per violation. Upon information and belief, Defendants have sent facsimile transmissions of unsolicited advertisements to Plaintiff and the Class in violation of the JFPA, including, but not limited to, the facsimile transmission of two unsolicited advertisements on June 22, 2015 and December 14, 2015 (“the Faxes”), true and correct copies of which are attached hereto as Exhibit A and made a part hereof. The Faxes describe the commercial availability or quality of Defendants’ goods and services. Plaintiff is informed and believes, and upon such information and belief avers, that Defendants have sent, and continue to send, unsolicited advertisements via facsimile transmission in violation of the JFPA.

3. Unsolicited faxes damage their recipients. A junk fax recipient loses the use of its fax machine, paper, and ink toner. An unsolicited fax wastes the recipient’s valuable time that would have been spent on something else. A junk fax interrupts the recipient’s privacy. Unsolicited faxes prevent fax machines from receiving authorized faxes, prevent their use for authorized outgoing faxes, cause undue wear and tear on the recipients’ fax machines, and require additional labor to attempt to discern the source and purpose of the unsolicited message.

4. On behalf of itself and all others similarly situated, Plaintiff brings this case as a class action asserting claims against Defendants under the JFPA.

5. Plaintiff is informed and believes, and upon such information and belief avers, that this action is based upon a common nucleus of operative fact because the facsimile transmissions at issue were and are being done in the same or similar manner. This action is based on the same legal theory, namely liability under the JFPA. This action seeks relief expressly authorized by the JFPA: (i) injunctive relief enjoining Defendants, their employees, agents, representatives, contractors, affiliates, and all persons and entities acting in concert with

them, from sending unsolicited advertisements in violation of the JFPA; and (ii) an award of statutory damages in the minimum amount of \$500 for each violation of the JFPA, and to have such damages trebled, as provided by § 227(b)(3) of the Act.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction under 28 U.S.C. § 1331 and 47 U.S.C. § 227.

7. This court has personal jurisdiction over Defendants because Defendants transact business within this judicial district, have made contacts within this judicial district, and/or have committed tortious acts within this judicial district.

PARTIES

8. Plaintiff, CAREER COUNSELING, INC. is a South Carolina corporation that does business as SNELLING STAFFING SERVICES.

9. On information and belief, Defendants, AMSTERDAM PRINTING & LITHO, INC. and TAYLOR CORPORATON, are Minnesota corporations with their principal place of business in North Mankato, MN.

10. On information and belief, Amsterdam Printing & Litho, Inc. is an affiliate of Taylor Corporation that markets and sells promotional products to businesses.

11. John Does 1-10 will be identified through discovery, but are not presently known.

FACTS

12. Between June, 2015 and December, 2015, Defendants transmitted by telephone facsimile machine at least two unsolicited faxes to Plaintiff. Copies of the two facsimiles, dated June 22, 2015 and December 14, 2015, are attached hereto as Exhibit A.

13. On information and belief, Defendants receive some or all of the revenues from the sale of the products, goods and services advertised on Exhibit A. On information and belief, Defendants profit and benefit from the sale of the products, goods and services advertised on Exhibit A.

14. Plaintiff had not invited or given permission to Defendants to send the fax.

15. On information and belief, Defendants faxed the same and other unsolicited facsimiles without the required opt out language to Plaintiff and more than 40 other recipients without first receiving the recipients' express permission or invitation.

16. There is no reasonable means for Plaintiff (or any other class member) to avoid receiving unauthorized faxes. Fax machines are left on and ready to receive the urgent communications their owners desire to receive.

17. Defendants' facsimiles attached as Exhibit A did not display a proper opt-out notice as required by 47 C.F.R. § 64.1200.

CLASS ACTION ALLEGATIONS

18. In accordance with F. R. Civ. P. 23(b)(1), (b)(2) and (b)(3), Plaintiff brings this class action pursuant to the JFPA, on behalf of the following class of persons:

All persons who (1) on or after four years prior to the filing of this action, (2) were sent telephone facsimile messages of material advertising the commercial availability or quality of any property, goods, or services by or on behalf of Defendants, and (3) which Defendants did not have prior express permission or invitation, or (4) which did not display a proper opt-out notice.

Excluded from the Class are the Defendants, their employees, agents and members of the Judiciary. Plaintiff reserves the right to amend the class definition upon completion of class certification discovery.

19. Class Size (F. R. Civ. P. 23(a)(1)): Plaintiff is informed and believes, and upon such information and belief avers, that the number of persons and entities of the Plaintiff Class is numerous and joinder of all members is impracticable. Plaintiff is informed and believes, and upon such information and belief avers, that the number of class members is at least forty.

20. Commonality (F. R. Civ. P. 23 (a) (2)): Common questions of law and fact apply to the claims of all class members. Common material questions of fact and law include, but are not limited to, the following:

- a) Whether the Defendants sent unsolicited fax advertisements;
- b) Whether the Defendants' faxes advertised the commercial availability or quality of property, goods, or services;
- c) The manner and method the Defendants used to compile or obtain the list of fax numbers to which they sent Exhibit A, other unsolicited faxed advertisements or other advertisements without the required op-out language;
- d) Whether the Defendants faxed advertisements without first obtaining the recipient's prior permission or invitation;
- e) Whether the Defendants sent the faxed advertisements knowingly;
- f) Whether the Defendants violated the provisions of 47 U.S.C. § 227 and the regulations promulgated thereunder;

g) Whether the faxes contain an “opt-out notice” that complies with the requirements of § (b)(1)(C)(iii) of the Act, and the regulations promulgated thereunder, and the effect of the failure to comply with such requirements;

h) Whether the Defendants should be enjoined from faxing advertisements in the future;

i) Whether the Plaintiff and the other members of the class are entitled to statutory damages; and

j) Whether the Court should award treble damages.

21. Typicality (F. R. Civ. P. 23 (a) (3)): The Plaintiff's claims are typical of the claims of all class members. The Plaintiff received the same faxes as the faxes sent by or on behalf of the Defendants advertising goods and services of the Defendants during the Class Period. The Plaintiff is making the same claims and seeking the same relief for itself and all class members based upon the same federal statute. The Defendants have acted the same or in a similar manner with respect to the Plaintiff and all the class members by sending Plaintiff and each member of the class the same faxes.

22. Fair and Adequate Representation (F. R. Civ. P. 23 (a) (4)): The Plaintiff will fairly and adequately represent and protect the interests of the class. It is interested in this matter, has no conflicts and has retained experienced class counsel to represent the class.

23. Need for Consistent Standards and Practical Effect of Adjudication (F. R. Civ. P. 23 (b) (1)): Class certification is appropriate because the prosecution of individual actions by class members would: (a) create the risk of inconsistent adjudications that could establish incompatible standards of conduct for the Defendants, and/or (b) as a practical matter, adjudication of the Plaintiff's claims will be dispositive of the interests of class members who are

not parties.

24. Common Conduct (F. R. Civ. P. 23 (b) (2)): Class certification is also appropriate because the Defendants have acted and refused to act in the same or similar manner with respect to all class members thereby making injunctive and declaratory relief appropriate. The Plaintiff demands such relief as authorized by 47 U.S.C. §227.

25. Predominance and Superiority (F. R. Civ. P. 23 (b) (3)): Common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other methods for the fair and efficient adjudication of the controversy because:

- a) Proof of the claims of the Plaintiff will also prove the claims of the class without the need for separate or individualized proceedings;
- b) Evidence regarding defenses or any exceptions to liability that the Defendants may assert and prove will come from the Defendants' records and will not require individualized or separate inquiries or proceedings;
- c) The Defendants have acted and are continuing to act pursuant to common policies or practices in the same or similar manner with respect to all class members;
- d) The amount likely to be recovered by individual class members does not support individual litigation. A class action will permit a large number of relatively small claims involving virtually identical facts and legal issues to be resolved efficiently in one (1) proceeding based upon common proofs; and
- e) This case is inherently manageable as a class action in that:
 - (i) The Defendants identified persons or entities to receive the fax transmissions and it is believed that the Defendants' and Defendants' agents' computers

and business records will enable the Plaintiff to readily identify class members and establish liability and damages;

(ii) Liability and damages can be established for the Plaintiff and the class with the same common proofs;

(iii) Statutory damages are provided for in the statute and are the same for all class members and can be calculated in the same or a similar manner;

(iv) A class action will result in an orderly and expeditious administration of claims and it will foster economics of time, effort and expense;

(v) A class action will contribute to uniformity of decisions concerning the Defendants' practices; and

(vi) As a practical matter, the claims of the class are likely to go unaddressed absent class certification.

Claim for Relief for Violation of the JFPA, 47 U.S.C. § 227 *et seq.*

26. The JFPA makes unlawful for any person to “use any telephone facsimile machine, computer or other device to send, to a telephone facsimile machine, an unsolicited advertisement” 47 U.S.C. § 227(b)(1)(C).

27. The JFPA defines “unsolicited advertisement” as “any material advertising the commercial availability or quality of any property, goods, or services which is transmitted to any person without that person's prior express invitation or permission, in writing or otherwise.” 47 U.S.C. § 227 (a) (5).

28. **Opt-Out Notice Requirements.** The JFPA strengthened the prohibitions against the sending of unsolicited advertisements by requiring, in § (b)(1)(C)(iii) of the Act, that senders of faxed advertisements place a clear and conspicuous notice on the first page of the transmission

that contains the following among other things (hereinafter collectively the “Opt-Out Notice Requirements”):

1. a statement that the recipient is legally entitled to opt-out of receiving future faxed advertisements – knowing that he or she has the legal right to request an opt-out gives impetus for recipients to make such a request, if desired;
2. a statement that the sender must honor a recipient’s opt-out request within 30 days and the sender’s failure to do so is unlawful – thereby encouraging recipients to opt-out, if they did not want future faxes, by advising them that their opt-out requests will have legal “teeth”;
3. a statement advising the recipient that he or she may opt-out with respect to all of his or her facsimile telephone numbers and not just the ones that receive a faxed advertisement from the sender – thereby instructing a recipient on how to make a valid opt-out request for all of his or her fax machines;

The requirement of (1) above is incorporated from § (b)(D)(ii) of the Act. The requirement of (2) above is incorporated from § (b)(D)(ii) of the Act and the rules and regulations of the Federal Communications Commission (the “FCC”) in ¶ 31 of its 2006 Report and Order (*In the Matter of Rules and Regulations Implementing the Telephone Consumer Protection Act, Junk Prevention Act of 2005*, 21 F.C.C.R. 3787, 2006 WL 901720, which rules and regulations took effect on August 1, 2006). The requirements of (3) above are contained in § (b)(2)(E) of the Act and incorporated into the Opt-Out Notice Requirements via § (b)(2)(D)(ii). Compliance with the Opt-Out Notice Requirements is neither difficult nor costly. The Opt-Out Notice Requirements are important consumer protections bestowed by Congress upon the owners of the telephone lines and fax machines giving them the right, and means, to stop

unwanted faxed advertisements.

29. **2006 FCC Report and Order.** The JFPA, in § (b)(2) of the Act, directed the FCC to implement regulations regarding the JFPA, including the JFPA’s Opt-Out Notice Requirements and the FCC did so in its 2006 Report and Order, which in addition provides among other things:

A. The definition of, and the requirements for, an established business relationship for purposes of the first of the three prongs of an exemption to liability under § (b)(1)(C)(i) of the Act and provides that the lack of an “established business relationship” precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 8-12 and 17-20);

B. The required means by which a recipient’s facsimile telephone number must be obtained for purposes of the second of the three prongs of the exemption under § (b)(1)(C)(ii) of the Act and provides that the failure to comply with these requirements precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 13-16);

C. The things that must be done in order to comply with the Opt-Out Notice Requirements for the purposes of the third of the three prongs of the exemption under § (b)(1)(C)(iii) of the Act and provides that the failure to comply with these requirements precludes the ability to invoke the exemption contained in § (b)(1)(C) of the Act (*See* 2006 Report and Order ¶¶ 24-34);

D. The failure of a sender to comply with the Opt-Out Notice Requirements precludes the sender from claiming that a recipient gave “prior express permission or invitation” to receive the sender’s fax (*See* Report and Order ¶ 48);

As a result thereof, a sender of a faxed advertisement who fails to comply with the Opt-Out Notice Requirements has, by definition, transmitted an unsolicited advertisement under the JFPA. This is because such a sender can neither claim that the recipients of the faxed advertisement gave “prior express permission or invitation” to receive the fax nor can the sender claim the exemption from liability contained in § (b)(C)(1) of the Act.

30. **The Faxes.** Defendants sent the June 22, 2015 and December 14, 2015, advertisements via facsimile transmission from telephone facsimile machines, computers, or other devices to the telephone lines and facsimile machines of Plaintiff and members of the Plaintiff Class. The Faxes constituted advertisements under the Act. Defendants failed to comply with the Opt-Out Requirements in connection with the Faxes. The Faxes were transmitted to persons or entities without their prior express permission or invitation and/or Defendants are precluded from asserting any prior express permission or invitation because of the failure to comply with the Opt-Out Notice Requirements. By virtue thereof, Defendants violated the JFPA and the regulations promulgated thereunder by sending the Faxes via facsimile transmission to Plaintiff and members of the Class.

31. **Defendants’ Other Violations.** Plaintiff is informed and believes, and upon such information and belief avers, that during the period preceding four years of the filing of this Complaint and repeatedly thereafter, Defendants have sent via facsimile transmission from telephone facsimile machines, computers, or other devices to telephone facsimile machines of members of the Plaintiff Class other faxes that constitute advertisements under the JFPA that were transmitted to persons or entities without their prior express permission or invitation (and/or that Defendants are precluded from asserting any prior express permission or invitation because of the failure to comply with the Opt-Out Notice Requirements in connection with such

transmissions). By virtue thereof, Defendants violated the JFPA and the regulations promulgated thereunder. Plaintiff is informed and believes, and upon such information and belief avers, that Defendants are continuing to send unsolicited advertisements via facsimile transmission in violation of the JFPA and the regulations promulgated thereunder, and absent intervention by this Court, will do so in the future.

32. The TCPA/JFPA provides a private right of action to bring this action on behalf of Plaintiff and the Plaintiff Class to redress Defendants' violations of the Act, and provides for statutory damages. 47 U.S.C. § 227(b)(3). The Act also provides that injunctive relief is appropriate. *Id.*

33. The JFPA is a strict liability statute, so the Defendants are liable to the Plaintiff and the other class members even if their actions were only negligent.

34. The Defendants knew or should have known that (a) the Plaintiff and the other class members had not given express invitation or permission for the Defendants or anybody else to fax advertisements about the Defendants' goods or services; (b) the Plaintiff and the other class members did not have an established business relationship; (c) Defendants transmitted advertisements; (d) the Faxes did not contain the required Opt-Out Notice; and (e) Defendants' transmission of advertisements that did not contain the required opt-out notice was unlawful.

35. The Defendants' actions caused damages to the Plaintiff and the other class members. Receiving the Defendants' junk faxes caused the recipients to lose paper and toner consumed in the printing of the Defendants' faxes. Moreover, the Defendants' faxes used the Plaintiff's telephone lines and fax machine. The Defendants' faxes cost the Plaintiff time, as the Plaintiff and its employees wasted their time receiving, reviewing and routing the Defendants' unauthorized faxes. That time otherwise would have been spent on the Plaintiff's business

activities. The Defendants' faxes unlawfully interrupted the Plaintiff's and other class members' privacy interests in being left alone. Finally, the injury and property damage sustained by Plaintiff and the other class members from the sending of Defendants' advertisements occurred outside of Defendants' premises.

WHEREFORE, Plaintiff, CAREER COUNSELING, INC. d/b/a SNELLING STAFFING SERVICES, individually and on behalf of all others similarly situated, demands judgment in its favor and against Defendants, AMSTERDAM PRINTING & LITHO, INC., TAYLOR CORPORATION and JOHN DOES 1-10, jointly and severally, as follows:

A. That the Court adjudge and decree that the present case may be properly maintained as a class action, appoint the Plaintiff as the representative of the class, and appoint the Plaintiff's counsel as counsel for the class;

B. That the Court award actual monetary loss from such violations or the sum of five hundred dollars (\$500.00) for each violation, whichever is greater;

C. That Court enjoin the Defendants from additional violations; and

D. That the Court award pre-judgment interest, costs, and such further relief as the Court may deem just and proper.

Respectfully submitted,

CAREER COUNSELING, INC. individually and as
the representative of a class of similarly-situated
persons,

By: s/John G. Felder, Jr.
John G. Felder, Jr. (Fed ID# 6441)
McGOWAN, HOOD & FELDER, LLC
1517 Hampton Street
Columbia, SC 29201
Telephone: 803-779-0100
Fax: 803-256-0702
jfelder@mcgowanhood.com

and:

Brian J. Wanca (*pro hac vice to be submitted*)

ANDERSON + WANCA

3701 Algonquin Road, Suite 500

Rolling Meadows, IL 60008

Telephone: 847-368-1500

Fax: 847-368-1501

bwanca@andersonwanca.com

EXHIBIT A

06-22-2015 10:54

518-843-5204

1/1

47202 05.15

Are Your Supplies Running LOW?

Time to Reorder and Save BIG!!

Save **20%** today on your
next reorder purchase!

It's Easy! Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input checked="" type="checkbox"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="checkbox"/>					
<input type="checkbox"/>					

Something New! Visit AmsterdamPrinting.com and Save 20%!

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY6 residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Terms Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

Imprint Information

Or print up to 5 lines ☐ Check for no imprint required:

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: *Please, no P.O. Boxes for Ship To address*

VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2680

**You must include or enter your Coupon Code
when ordering to receive your special deal.**

Coupon Code:

BX984

Customer #

00588892

☐ At Amsterdam we are always looking for ways to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and return it to us.

Amsterdam®
188 Wallins Corners Road • Amsterdam, NY 12010

Telephone: 1-800-833-6231
Fax: 1-518-843-5204

amsterdamprinting.com/reorder

Amsterdam
Your Trusted Leader In Promotional Products

47537 12.14



HAPPY HOLIDAYS!



It's TIME to REORDER
and SAVE **20%** off your next order!

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

☐ At Amsterdam we are always looking for ways to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and return it to us.

IMPRINT INFORMATION

Or print up to 5 lines ☐ Check for no imprint required:

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2680

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____

(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

CC907

Coupon Code:

00638892

CALL 800.833.6231

FAX 518.843.5204

SHOP AmsterdamPrinting.com/Reorder

EXHIBIT G

AO 440 (Rev. 06/12) Summons in a Civil Action

UNITED STATES DISTRICT COURT

for the

District of South Carolina

Career Counseling, Inc. d/b/a Snelling Staffing
Services, South Carolina corporation,*Plaintiff(s)*

v.

Amsterdam Printing & Litho, Inc.
Taylor Corporation
John Does 1-10*Defendant(s)*

Civil Action No. 3:15-cv-05061-CMC

SUMMONS IN A CIVIL ACTION LEGAL EASE PROCESS SERVICE, LLC.

To: (Defendant's name and address)

AMSTERDAM PRINTING & LITHO, INC.
Timothy Broadhead, CEO
1725 Roe Crest Drive
North Mankato, MN 56003Name/Title Suzanne Spellacy / Gen
CounDate 2-5-16 Time 3:40 pmP.S. DH

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States agency, or an officer or employee of the United States described in Fed. R. Civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

John G. Felder, Jr.
McGowan, Hood & Felder
1517 Hampton St.
Columbia, SC 29201

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Robin L. Blume
CLERK OF COURTDate: 12/28/2015

s/Charles L. Bruorton

Signature of Clerk or Deputy Clerk

RETURN OF SERVICE

**UNITED STATES DISTRICT COURT
District of South Carolina**

Case Number: 3:15-CV-05061-CMC

Plaintiff:

**Career Counseling, Inc., d/b/a Snelling Staffing Services, South Carolina
corporation**

vs.

Defendants:

**Amsterdam Printing & Litho., Inc.,
Taylor Corporation
John Does 1-10**

For:

John G. Felder, Jr.
McGowan, Hood & Felder

Received by LEGAL EASE PROCESS SERVICE, LLC. on the 4th day of February, 2016 at 4:14 pm to be served on
**AMSTERDAM PRINTING & LITHO., INC Timothy Broadhead, CEO, 1725 Roe Crest Drive, North Mankato, MN
56003.**

I, David A. Hansen, do hereby affirm that on the **5th day of February, 2016 at 3:40 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Summons in a Civil Action and Class Action
Complaint with Exhibit "A" and Plaintiff's "Placeholder" Motion for Class Certification and Request for
Status Conference and Certificate of Service** with the date and hour of service endorsed thereon by me, to:
Suzanne Spellacy as General Counsel for AMSTERDAM PRINTING & LITHO., INC, at the address of: **1725 Roe
Crest Drive, North Mankato, MN 56003**, and informed said person of the contents therein, in compliance with state
statutes.

Description of Person Served: Age: 45, Sex: F, Race/Skin Color: W, Height: 5'6", Weight: 160, Hair: Blonde,
Glasses: N

I certify that I am over the age of 18 and have no interest in the above action.


David A. Hansen

**LEGAL EASE PROCESS SERVICE, LLC.
10501 N.W. 17th. St.
Plantation, FL 33322
(954) 667-3783**

Our Job Serial Number: GLD-2016018822

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for (name of individual and title, if any) AMSTERDAM PRINTING & LITHO, INC
 was received by me on (date) 2/5/2016.

☐ I personally served the summons on the individual at (place) _____
 on (date) _____; or

☐ I left the summons at the individual's residence or usual place of abode with (name) _____
 _____, a person of suitable age and discretion who resides there,
 on (date) _____, and mailed a copy to the individual's last known address; or

☒ I served the summons on (name of individual) SUZANNE SPELLACY, who is
 designated by law to accept service of process on behalf of (name of organization) AMSTERDAM
PRINTING & LITHO, INC on (date) 2/5/2016; or

☐ I returned the summons unexecuted because _____; or

☐ Other (specify): _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00.

I declare under penalty of perjury that this information is true.

Date:

2/7/2016

David A. Hansen
 Server's signature

DAVID A. HANSEN, PROCESS SERVER
 Printed name and title

212 Cole Court, Mankato, MN
 Server's address

56001

Additional information regarding attempted service, etc:

EXHIBIT H

4. The statute set forth in paragraph four of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

5. The statute set forth in paragraph five of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

II. JURISDICTION AND VENUE

6. Amsterdam admits the allegations set forth in paragraph six of Plaintiff's Complaint.

7. Amsterdam admits the allegations set forth in paragraph seven of Plaintiff's Complaint.

III. PARTIES

8. Amsterdam is without sufficient knowledge regarding the allegations set forth in paragraph eight of Plaintiff's Complaint, and therefore denies those allegations.

9. Amsterdam admits that it is a Minnesota corporation. Amsterdam denies that its principal place of business is in North Mankato, MN, and is without sufficient knowledge regarding the remaining allegations set forth in paragraph nine of Plaintiff's Complaint, and therefore denies those allegations.

10. Amsterdam admits that it markets and sells promotional products to businesses, but denies the remaining allegations set forth in paragraph 10 of Plaintiff's Complaint.

11. Amsterdam denies the allegations set forth in paragraph 11 of Plaintiff's Complaint.

IV. FACTS

12. Amsterdam admits that it sent two faxes to Plaintiff in paragraph 12 of Plaintiff's Complaint, but denies any and all allegations that it violated federal law.

13. Amsterdam admits that it advertises goods and services via fax in paragraph 13 of Plaintiff's Complaint, but denies any and all allegations that it violated federal law.

14. Amsterdam denies the allegations set forth in paragraph 14 of Plaintiff's Complaint.

15. Amsterdam denies the allegations set forth in paragraph 15 of Plaintiff's Complaint.

16. Amsterdam denies the allegations set forth in paragraph 16 of Plaintiff's Complaint.

17. Amsterdam denies the allegations set forth in paragraph 17 of Plaintiff's Complaint.

V. CLASS ACTION ALLEGATIONS

18. The statute set forth in paragraph 18 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

19. Amsterdam denies the allegations set forth in paragraph 19 of Plaintiff's Complaint.

20. Amsterdam denies the allegations set forth in paragraph 20 of Plaintiff's Complaint.

a. Amsterdam denies the allegations set forth in paragraph 20(a) of Plaintiff's Complaint.

b. Amsterdam denies the allegations set forth in paragraph 20(b) of Plaintiff's Complaint.

c. Amsterdam denies the allegations set forth in paragraph 20(c) of Plaintiff's Complaint.

d. Amsterdam denies the allegations set forth in paragraph 20(d) of Plaintiff's Complaint.

e. Amsterdam denies the allegations set forth in paragraph 20(e) of Plaintiff's Complaint.

f. Amsterdam denies the allegations set forth in paragraph 20(f) of Plaintiff's Complaint.

g. Amsterdam denies the allegations set forth in paragraph 20(g) of Plaintiff's Complaint.

h. Amsterdam denies the allegations set forth in paragraph 20(h) of Plaintiff's Complaint.

i. Amsterdam denies the allegations set forth in paragraph 20(i) of Plaintiff's Complaint.

j. Amsterdam denies the allegations set forth in paragraph 20(j) of Plaintiff's Complaint.

21. Amsterdam denies the allegations set forth in paragraph 21 of Plaintiff's Complaint.

22. Amsterdam denies the allegations set forth in paragraph 22 of Plaintiff's Complaint.

23. Amsterdam denies the allegations set forth in paragraph 23 of Plaintiff's Complaint.

24. Amsterdam denies the allegations set forth in paragraph 24 of Plaintiff's Complaint.

25. Amsterdam denies the allegations set forth in paragraph 25 of Plaintiff's Complaint.

a. Amsterdam denies the allegations set forth in paragraph 25(a) of Plaintiff's Complaint.

b. Amsterdam denies the allegations set forth in paragraph 25(b) of Plaintiff's Complaint.

c. Amsterdam denies the allegations set forth in paragraph 25(c) of Plaintiff's Complaint.

d. Amsterdam denies the allegations set forth in paragraph 25(d) of Plaintiff's Complaint.

e. Amsterdam denies the allegations set forth in paragraph 25(e) of Plaintiff's Complaint.

CLAIM FOR RELIEF

Violation of 47 U.S.C. § 227 *et seq.*

26. The statute set forth in paragraph 26 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

27. The statute set forth in paragraph 27 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

28. The statute set forth in paragraph 28 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

29. The FCC Report and Order set forth in paragraph 29 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

a. The FCC Report and Order set forth in paragraph 29(a) of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

b. The FCC Report and Order set forth in paragraph 29(b) of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

c. The FCC Report and Order set forth in paragraph 29(c) of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

d. The FCC Report and Order set forth in paragraph 29(d) of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

30. Amsterdam admits that it sent two faxes to Plaintiff in paragraph 30 of Plaintiff's Complaint, but denies any and all allegations that it violated federal law.

31. Amsterdam denies the allegations set forth in paragraph 31 of Plaintiff's Complaint.

32. The statute set forth in paragraph 32 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

33. The statute set forth in paragraph 33 of Plaintiff's Complaint speaks for itself and Amsterdam denies any and all allegations that it violated federal law.

34. Amsterdam denies the allegations set forth in paragraph 34 of Plaintiff's Complaint.

35. Amsterdam denies the allegations set forth in paragraph 35 of Plaintiff's Complaint.

VI. AFFIRMATIVE DEFENSES

Amsterdam raises and asserts the following affirmative defenses:

1. Plaintiff's Complaint fails to state a claim upon which relief may be granted.
2. Plaintiff's claim is barred because Amsterdam had an established business relationship with Plaintiff. 47 U.S.C. § 227(b)(1)(C); 47 C.F.R. § 64.1200(a)(4).
3. Plaintiff's claim is barred because Plaintiff provided prior express consent to receive telephone calls from Amsterdam. 47 U.S.C. § 227(b)(1)(C); 47 C.F.R. § 64.1200(a)(4).
4. Plaintiff's claims are barred by the doctrine of laches.
5. Plaintiff's claims are barred by the doctrine of unclean hands.
6. Plaintiff's claims are barred by the doctrine of waiver.
7. Plaintiff's claims are barred by the doctrine of estoppel.
8. Plaintiff lacks standing to maintain the instant causes of action.
9. Plaintiff has no private right of action to seek all or some of the relief sought in the Complaint.
10. Amsterdam denies that Plaintiff suffered any injury to business or property, but to the extent Plaintiff claims to have suffered damage, Plaintiff failed to mitigate his damages, if any.
11. Plaintiff's damages, if any, were caused by the acts or omissions of others over whom Amsterdam had no control.

12. Plaintiff has suffered no actual injury, and thus recovery of statutory damages violates Amsterdam's Due Process rights under the Fifth and Fourteenth Amendments to the United States Constitution and its Due Process Rights under the South Carolina Constitution.

13. Plaintiff has suffered no actual injury and thus does not have standing to bring this cause of action under the United States Constitution.

14. Amsterdam fully and properly performed any and all obligations owed Plaintiff.

15. Amsterdam asserts an affirmative defense that relies upon such defenses as may become legally available hereunder or become apparent during discovery, including without limitation those defenses specific to the statutory law and common law of the United States of America which were available at the time the action was commenced or became available during the pendency of this proceeding and thereby reserves the right to amend its answer to assert any such defenses.

WHEREFORE having fully answered Plaintiff's Complaint, Amsterdam prays that the Court dismiss Plaintiff's Complaint with prejudice, and award Amsterdam any other relief the Court deems equitable and just.

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William E. Raney (*pro hac vice to be submitted*)
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braney@cckc-law.com
kmitchell@cckc-law.com

Attorneys for Defendant Amsterdam Printing & Litho, Inc.

Columbia, South Carolina
March 17, 2016

CERTIFICATE OF SERVICE

I hereby certify that on March 17, 2016, I electronically filed the foregoing document with the Clerk of Court using the CM/ECF System.

I further certify that on March 17, 2016, I have mailed the foregoing document by First Class Mail, postage prepaid, to the following non-CM/ECF participants, addressed as follows:

Brian J. Wanca
Anderson + Wanca
3701 Algonquin Road, Suite 500
Rolling Meadows, IL 60008
(847) 368-1500 Telephone
(847) 368-1501 Facsimile
bwanca@andersonwanca.com

NICKLES LAW FIRM, LLC

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Attorneys for Amsterdam Printing & Litho, Inc.

EXHIBIT I

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION (AT CLEVELAND)**

WHITEAMIRE CLINIC, P.A., INC.,	)	Civil Action No.: 1:16-cv-226-CAB
individually, and as the representatives of a)	
class of similarly-situated persons,	)	Judge Christopher A. Boyko
Plaintiffs,)	
v.	)	<u>DEFENDANT’S RESPONSES TO</u>
CARTRIDGE WORLD NORTH	)	<u>PLAINTIFF’S DISCOVERY REQUESTS</u>
AMERICA, LLC, and JOHN DOES 1-10,)	
Defendants.)	
)	

Defendant Cartridge World North America, LLC (“CWNA” or “Defendant”) responds to Plaintiff Whiteamire Clinic, P.A., Inc.’s (“Plaintiff”) First Set of Interrogatories, Requests for Production and Requests for Admissions (“Discovery Requests”) pursuant to Rules 33, 34, and 36 of the Federal Rules of Civil Procedure.

PRELIMINARY STATEMENT

Defendant has not completed discovery in this action, has not completed its investigation of the facts relating to this action, and has not completed preparation for trial. As discovery proceeds, facts, information, evidence, documents and things may be discovered that are not set forth in these responses, but which may have been responsive to these Discovery Requests. All of the responses contained herein are based solely upon such information and documentation as are presently available and specifically known to Defendant, and only on those contentions that are presently being asserted by Defendant. Defendant expressly reserves the right to change any and all responses herein as additional facts are ascertained, discovery and investigation conducted, analysis made and legal research completed.

The responses contained herein are made in a good faith effort to supply as much factual information and documentation as is presently known and available, but will not prejudice Defendant's rights to further discovery, analysis or research. Defendant may also, through the use of discovery and investigation, ascertain that information not presently thought to be responsive is in fact relevant and responsive.

These responses are made solely for the purpose of this action. Each response is subject to all objections as to competence, relevance, materiality, propriety, inadmissibility, and any and all other objections and grounds that would require the exclusion of any statement herein if the questions were asked, or any statements contained herein were made by a witness present and testifying in Court, all of which objections and grounds are reserved and may be interposed at the time of trial.

Defendant's responses to the Requests for Production of Documents herein are made without waiving, and expressly reserving, Defendant's right (a) to object on any ground to the use of the documents produced in any step or proceeding in this action or any other action and/or (b) to object on any ground to other discovery requests regarding the subject matter of any document request herein. Certain documents produced hereunder may or may not be admissible or relevant to the contentions made in this case. Defendant expressly reserves any and all evidentiary objections that may apply to the documents being produced.

A statement that responsive documents will be produced is not intended to mean that such documents actually exist, but only that, if they exist, or have been located after a reasonable search, and survive the general and specific objections, they will be produced. To the extent that the request seeks documents that are also sought by or identified pursuant to any other request, Defendant declines to produce or identify multiple copies of such documents, and states that

each document produced or identified pursuant to the request is also produced pursuant to every other request to which it is or may be responsive.

Except for explicit facts admitted herein, no incidental or implied admissions are intended hereby. The fact that Defendant has answered any interrogatory herein should not be taken as an admission that Defendant accepts or admits the existence or any facts set forth or assumed by such interrogatory, or that such response constitutes admissible evidence. The fact that Defendant has answered part of, or all of, any question is not intended and shall not be construed to be a waiver by Defendant of all or any part of any objection to any interrogatory herein.

GENERAL OBJECTIONS

1. Defendant objects to the Requests, and to each and every specific request contained therein, to the extent they are vague and ambiguous. In such instances, where possible, Defendant has made reasonable assumptions as to Plaintiff's intended meaning and has responded accordingly, and subject to and without waiver of its objections as to vagueness and ambiguity.

2. Defendant object to the Requests, and to each and every specific request contained therein, to the extent that they seek information that is not relevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence.

3. Defendant objects to the Requests, and to each and every specific request contained therein, to the extent that they are overly broad and requires Defendant to make an unreasonable and unduly burdensome investigation. In such instances, Defendant's response will

be limited to the information and documents reasonably available to Defendant that are relevant to this action and responsive to the Request.

4. Defendant objects to the Requests, and to each and every specific request contained therein, to the extent they seek documents, the disclosure of which would constitute an unwarranted invasion of the affected persons' constitutional, statutory and/or common-law rights of privacy and confidentiality.

5. Defendant objects to Plaintiff's Discovery Requests and each and every request contained therein to the extent that they seek information protected from discovery by the attorney-client privilege, the attorney work product doctrine, or any other evidentiary privilege recognized under state law. Nothing contained in these responses is intended or may be construed as a waiver of the attorney-client privilege, the attorney work product doctrine, or any other applicable privilege.

6. Defendant objects to Plaintiff's Discovery Requests and each and every request contained therein to the extent they seek information that is not available to Defendant or is not in its possession, custody, or control.

7. Defendant objects to Plaintiff's Discovery Requests and each and every request contained therein to the extent that they seek to require Defendant to provide information other than that which may be obtained through a reasonably diligent search of its records.

8. Defendant objects to Plaintiff's Discovery Requests and each and every request contained therein to the extent that they call for information which constitutes or contains confidential, financial or personal information, confidential information relating to the business of Plaintiff, or any affiliated parties, entities or persons, and/or trade secrets on the grounds that such information is protected from disclosure under the right of privacy and other grounds.

9. Defendant objects to Plaintiff's Discovery Requests and each and every request contained therein, and each instruction and/or definition to the extent they seek to impose discovery obligations that exceed those set forth in the Federal Rules of Civil Procedure.

All of the responses set forth below are made subject to the foregoing Preliminary Statement and General Objections.

RESPONSES TO INTERROGATORIES

INTERROGATORY NO. 1:

Did Cartridge World North America transmit the 7/3/12 Fax Ad to (419) 529-6085? If not, who did?

RESPONSE TO INTERROGATORY NO. 1:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

CWNA did not transmit the 7/3/12 Fax Ad to (419) 529-6085. A vendor called RingCentral, Inc. transmitted the 7/3/12 Fax Ad.

INTERROGATORY NO. 2:

How did Cartridge World North America (or the entity identified in response to Interrogatory No. 1) obtain the fax number (419) 529-6085?

RESPONSE TO INTERROGATORY NO. 2:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

CWNA engaged The Timlin Marketing Group to call target business and inquire whether they wanted to receive faxes from CWNA and to record their fax number if the response was affirmative.

INTERROGATORY NO. 3:

Has Cartridge World North America (or the entity identified in response to Interrogatory No. 1) transmitted any other documents to (419) 529-6085 from February 1, 2012 to the present? If so, identify the dates when each such transmission occurred, the number of the sending fax machine, and the person or entity that transmitted the document.

RESPONSE TO INTERROGATORY NO. 3:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

CWNA is not aware of any other documents transmitted to (419) 529-6085 from February 1, 2012 to the present.

INTERROGATORY NO. 4

Was the 7/3/12 Fax Ad transmitted to any other persons/entities via facsimile? If so, identify all such persons/entities by name, address, email, and facsimile number.

RESPONSE TO INTERROGATORY NO. 4:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

CWNA does not have sufficient information to identify the persons/entities to whom RingCentral, Inc. transmitted the 7/3/12 Fax Ad.

INTERROGATORY NO. 5:

Was the 7/3/12 Fax Ad transmitted to (419) 529-6085 on any day other than July 3, 2012? If so, on what days?

RESPONSE TO INTERROGATORY NO. 5:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

CWNA is not aware of any other day, other than July 3, 2012, on which the 7/3/12 Fax Ad was transmitted to (419) 529-6085.

INTERROGATORY NO. 6:

Who was the telecommunications provider for the account associated with phone number (650) 655-6633 in July of 2012?

RESPONSE TO INTERROGATORY NO. 6:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this interrogatory is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the specific objections, Preliminary Statement and General Objections, Defendant responds as follows:

CWNA does not know, or have reason to know, who was the telecommunications provider for the account associated with phone number (650) 655-6633 in July of 2012

INTERROGATORY NO. 7:

Who created the content, layout, and other aspects of the appearance of the 7/3/12 Fax Ad?

RESPONSE TO INTERROGATORY NO. 7:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this interrogatory is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the specific objections, Preliminary Statement and General Objections, Defendant responds as follows:

Mcomm Group, Inc.

INTERROGATORY NO. 8:

What current employee of Cartridge World North America is most knowledgeable in regard to the content of the 7/3/12 Fax Ad?

RESPONSE TO INTERROGATORY NO. 8:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

Alan White.

INTERROGATORY NO. 9:

What current employee of Cartridge World North America is most knowledgeable in regard to the transmission of the 7/3/12 Fax Ad to (419) 529-6085?

RESPONSE TO INTERROGATORY NO. 9:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

Alan White.

INTERROGATORY NO. 10:

What current employee of Cartridge World North America is most knowledgeable regarding the facsimile advertising activities of Cartridge World North America?

RESPONSE TO INTERROGATORY NO. 10:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

Alan White.

INTERROGATORY NO. 11:

Was Cartridge World North America aware of the JFPA before July of 2012?

RESPONSE TO INTERROGATORY NO. 11:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

No.

RESPONSES TO REQUESTS FOR PRODUCTION

REQUESTS FOR PRODUCTION NO. 1:

Any document that purports to show that Cartridge World North America obtained express invitation of permission from Whiteamire Clinic to send advertisements to Whiteamire Clinic's fax machine/fax number.

RESPONSE TO REQUEST FOR PRODUCTION NO. 1:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant will produce a list of target businesses that voluntarily provided their fax machine number to The Timlin Marketing Group.

REQUESTS FOR PRODUCTION NO. 2:

Any document that purports to show that Whiteamire Clinic has or had an established business relationship with Cartridge World North America.

RESPONSE TO REQUEST FOR PRODUCTION NO. 2:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant will produce Whiteamire Clinic's purchase history with CWNA.

REQUEST FOR PRODUCTION NO. 3:

Any communication or contacts between Whiteamire Clinic and Cartridge World North America.

RESPONSE TO REQUEST FOR PRODUCTION NO. 3:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

After conducting a reasonably diligent search, CWNA has been unable to locate any responsive documents within its possession, custody, or control at this time. CWNA reserves its right to supplement these responses.

REQUEST FOR PRODUCTION NO. 4:

Any document that was transmitted to (419) 529-6085 from February 1, 2012 to the present by or on behalf of Cartridge World North America.

RESPONSE TO REQUEST FOR PRODUCTION NO. 4:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

After conducting a reasonably diligent search, CWNA has been unable to locate any responsive documents within its possession, custody, or control at this time. CWNA reserves its right to supplement these responses.

REQUEST FOR PRODUCTION NO. 5:

Any document that identifies the person or entities that transmitted the 7/3/12 Fax Ad via facsimile.

RESPONSE TO REQUEST FOR PRODUCTION NO. 5:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

After conducting a reasonably diligent search, CWNA has been unable to locate any responsive documents within its possession, custody, or control at this time. CWNA reserves its right to supplement these responses.

REQUEST FOR PRODUCTION NO. 6:

Any document that identifies the person or entities to which the 7/3/12 Fax Ad was transmitted by facsimile.

RESPONSE TO REQUEST FOR PRODUCTION NO. 6:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

After conducting a reasonably diligent search, CWNA has been unable to locate any responsive documents within its possession, custody, or control at this time. CWNA reserves its right to supplement these responses.

REQUEST FOR PRODUCTION NO. 7:

Any document that purports to show that any person or entity to which the 7/3/12 Fax Ad was transmitted via facsimile provided express invitation of permission to Cartridge World North America for the receipt of advertisements via their fax machine/fax number.

RESPONSE TO REQUEST FOR PRODUCTION NO. 7:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant will produce a list of target businesses that voluntarily provided their fax machine number to The Timlin Marketing Group.

REQUEST FOR PRODUCTION NO. 8:

Any document that purports to show that any person or entity to which the 7/3/12 Fax Ad was transmitted via facsimile had an established business relationship with Cartridge World North America before July 3, 2012.

RESPONSE TO REQUEST FOR PRODUCTION NO. 8:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Subject to and without waiving the Preliminary Statement and General Objections, Defendant will produce Whiteamire Clinic's purchase history with CWNA.

RESPONSES TO REQUESTS FOR ADMISSION

REQUEST FOR ADMISSION NO. 1:

The 7/3/12 Fax Ad is an "advertisement" within the meaning of the JFPA.

RESPONSE TO REQUEST FOR ADMISSION NO.1:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this request requires a legal conclusion. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

No response is required because the request calls for a legal conclusion.

REQUEST FOR ADMISSION NO. 2:

Cartridge World North America is the “sender” of the 7/3/12 Fax Ad within the meaning of the JFPA.

RESPONSE TO REQUEST FOR ADMISSION NO.2:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this request requires a legal conclusion. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

No response is required because the request calls for a legal conclusion.

REQUEST FOR ADMISSION NO. 3:

Cartridge World North America did not obtain express invitation or permission from Whiteamire Clinic to send advertisements to Whiteamire Clinic’s fax machine/fax number before July 3, 2012.

RESPONSE TO REQUEST FOR ADMISSION NO.3:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this request requires a legal conclusion. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

Deny.

REQUEST FOR ADMISSION NO. 4:

Cartridge World North America did not have an established business relationship with Whiteamire Clinic before July 3, 2012.

RESPONSE TO REQUEST FOR ADMISSION NO.4:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this request requires a legal conclusion. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

Deny.

REQUEST FOR ADMISSION NO. 5:

The opt-out notice on the 7/3/12 Fax Ad does not comply with the requirements of the JFPA as set forth in 47 U.S.C. § 227(D)(i)-(iv).

RESPONSE TO REQUEST FOR ADMISSION NO.5:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this request requires a legal conclusion. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

No response is required because the request calls for a legal conclusion.

REQUEST FOR ADMISSION NO. 6:

Cartridge World North America sent advertisements to the fax machine/fax number of Whiteamire Clinic other than the 7/3/12 Fax Ad.

RESPONSE TO REQUEST FOR ADMISSION NO.6:

Defendant incorporates by this reference its Preliminary Statement and General Objections as though fully set forth herein. Defendant further objects that this request is vague, ambiguous and unintelligible. Subject to and without waiving the Preliminary Statement and General Objections, Defendant responds as follows:

CWNA denies that it sent any advertisements to Whiteamire Clinic.

Dated: June 17, 2016

MINTZ LEVIN COHN FERRIS
GLOVSKY AND POPEO P.C.



Joshua Briones, *admitted pro hac vice*
(CA SBN 205293)

E. Crystal Lopez
(CA SBN 296297) (*pro hac forthcoming*)
2029 Century Park East, Suite 1370
Los Angeles, CA 90067

Telephone: (310) 586-3200

Facsimile: (310) 586-3202

Email: jbriones@mintz.com
eclopez@mintz.com

Attorneys for Cartridge World North America,
LLC

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the county of Los Angeles, State of California. I am over the
4 age of 18 and not a party to the action; my business address is MINTZ LEVIN, A
5 Professional Corporation, 2029 Century Park East, Suite 1370, Los Angeles, CA.

6 On June 17, 2016, I served the foregoing document(s):

7 **DEFENDANT'S RESPONSES TO PLAINTIFF'S DISCOVERY REQUESTS**

8 on the interested parties in this action addressed and sent as follows:

9 Matthew E. Stubbs
10 mstubbs@mrjlaw.com
11 George D. Jonson
12 gjonson@mrjlaw.com
13 Montgomery, Rennie & Jonson
36 East Seventh Street
Cincinnati, OH 45202-4452

14 ☒ **BY ENVELOPE:** By placing ☐ the original ☒ a true copy thereof
15 enclosed in sealed envelopes(s) addressed as indicated and delivering such
16 envelope(s):

17 ☒ **BY U.S. MAIL:** I am readily familiar with the business' practice for
18 collection and processing of correspondence for mailing with the United States Postal
19 Service. The address(es) shown above is(are) the same as shown on the envelope.
20 The envelope was placed for deposit in the United States Postal Service at Mintz
21 Levin in San Francisco, California on June 17, 2016. The envelope was sealed and
22 placed for collection and mailing with first-class prepaid postage on this date
23 following ordinary business practices.

24 ☒ **BY E-MAIL.** On June 17, 2016, I caused the above-referenced
25 document(s) to be sent in electronic PDF format as an attachment to an email
26 addressed to the person(s) on whom such document(s) is/are to be served at the email
27 address(es) shown above, as last given by that person(s) or as obtained from an
28

1 internet website(s) relating to such person(s), and I did not receive an email response
2 upon sending such email indicating that such email was not delivered

3 ☐ **BY FEDEX:** I deposited such envelope(s) in a box or other facility
4 regularly maintained by Fed Ex, an express service carrier, or delivered to a courier
5 or driver authorized by said express service carrier to receive documents in an
6 envelope designated by the said express service carrier, addressed as indicated, with
7 delivery fees paid or provided for, to be transmitted by FedEx.

8 ☒ **FEDERAL:** I declare that I am employed in the office of a member of the
9 bar of this court at whose direction service was made.

10 Executed on June 17, 2016, at Los Angeles, California.

11 
12 Shona Brockway

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14 49399043v.1
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[Print](#) | [Close Window](#)

Subject: MyFax Delivery from 6506556633
From: "MyFax" <NoReply@MyFax.com>
Date: Mon, Jul 16, 2012 7:29 am
To: <lindsay@drusty.com>
Attach: 526716542c.gif
6506556633_120716_526716542.pdf

[▶ Report this as Junk](#)[▶ MyFax Support](#)[▶ Login to MyFaxCentral](#)

You have received a fax!

Fax Received at: 07/16/2012 10:26:41 GMT -4
Receiving Fax Number: (419) 529-6085
of Pages: 1
Sending Fax: 6506556633
Caller Id: 8883997340

Please note that the image shown below is only the first page of the attached fax. To view your fax, open the attachment.

From: K. Davis

Fax: (888) 399-7340

To: First1047 Last1047

Fax: +1 (419) 529-6085

Page 1 of 1 7/16/2012 9:26

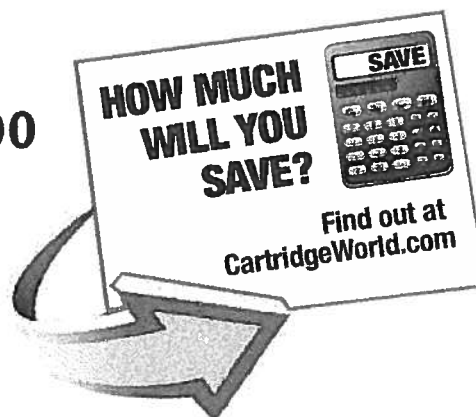


Cartridge World™

FACSIMILE

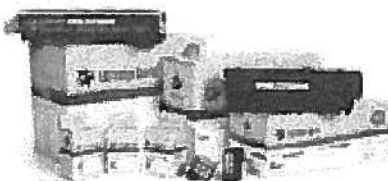


**“We’ve saved
more than \$8,000
on toner since
2009.”**



**LISA C., ARCIS INVESTMENT GROUP, SAVED OVER \$2,600 ON
TONER IN 2011 AND HAS THREE CARTRIDGE WORLD PRINTERS.**

Start saving thousands by switching to Cartridge World. Not only will you **save big on ink and toner, but you can also get **great deals on printers** for your business.**



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Subject: MyFax Delivery from 6506556633
From: "MyFax" <NoReply@MyFax.com>
Date: Tue, Jul 03, 2012 9:21 am
To: <lindsay@drusty.com>
Attach: 524485899c.gif
6506556633_120703_524485899.pdf

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You have received a fax!

Fax Received at: 07/03/2012 12:19:10 GMT -4
Receiving Fax Number: (419) 529-6085
of Pages: 1
Sending Fax: 6506556633
Caller Id: 8883997340

Please note that the image shown below is only the first page of the attached fax. To view your fax, open the attachment.

From: K. Davis

Fax: (888) 399-7340

To: contactfirst1445 contact Fax: +1 (419) 529-6085

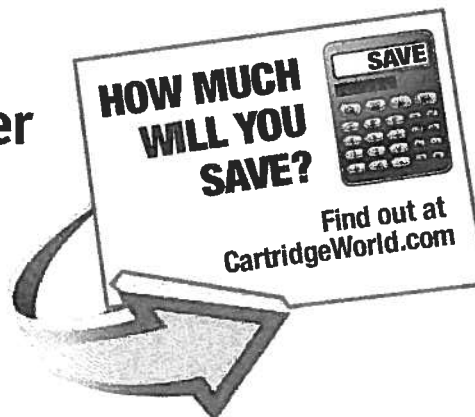
Page 1 of 1 7/3/2012 11:19



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EXHIBIT J

From: WestFax Reports <reports@westfax.com>
Sent: Monday, June 22, 2015 12:50 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-64855475)
Attachments: BFX-64855475_Exception.csv

Customer Care
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Broadcast Fax

Job Summary Report

Report Generation Date and Time: 6/22/2015 5:49 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-64855475
Reference	APL - 47202
List Count	14009
Removed*	301
Sent	11104
Failed	2604
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
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Customer #

00588892

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, June 29, 2015 10:21 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-65206787)
Attachments: BFX-65206787_Exception.csv

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Broadcast Fax Job Summary Report

Report Generation Date and Time: 6/29/2015 3:20 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-65206787
Reference	APL - 47210
List Count	16671
Removed*	384
Sent	12977
Failed	3310
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

Or print up to 5 lines ☐ Check for no imprint required:

1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____
 Exp. Date: _____ P.O. #: _____
 SIGNATURE: _____
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Customer Information

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, July 6, 2015 10:06 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-65492494)
Attachments: BFX-65492494_Exception.csv

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Broadcast Fax Job Summary Report

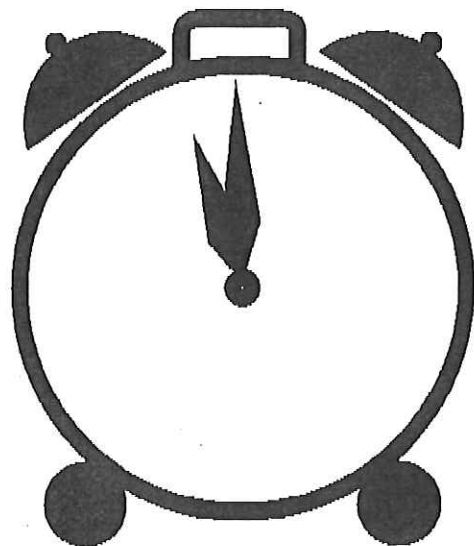
Report Generation Date and Time: 7/6/2015 3:05 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-65492494
Reference	APL - 47225
List Count	13869
Removed*	295
Sent	10865
Failed	2709
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="checkbox"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="checkbox"/>					
<input type="checkbox"/>					

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Imprint Information

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, July 13, 2015 10:56 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-65800692)
Attachments: BFX-65800692_Exception.csv

Customer Care
800-473-6208

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Broadcast Fax

Job Summary Report

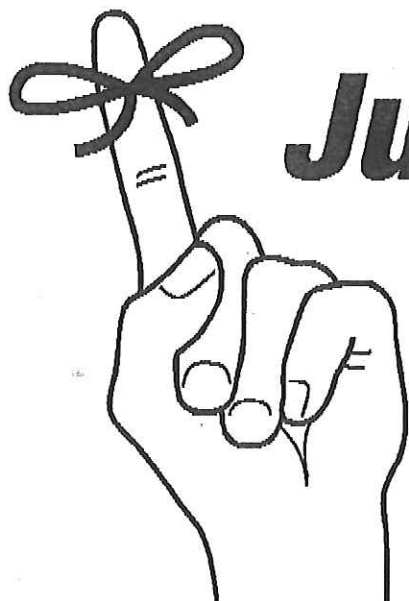
Report Generation Date and Time: 7/13/2015 3:55 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-65800692
Reference	APL - 47243
List Count	16415
Removed*	371
Sent	12670
Failed	3374
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.19	\$0.95	\$285.00
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ PO. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, July 20, 2015 10:41 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-66061680)
Attachments: BFX-66061680_Exception.csv

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Report Generation Date and Time: 7/20/2015 3:40 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-66061680
Reference	APL - 47259
List Count	17724
Removed*	399
Sent	13627
Failed	3698
Document Page Count	1

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
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Imprint Information

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill ME (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____

(Your order must be signed)

Customer Information

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Customer #

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, July 27, 2015 10:50 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-66351753)
Attachments: BFX-66351753_Exception.csv



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Broadcast Fax Job Summary Report

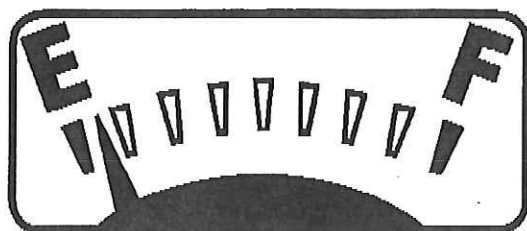
Report Generation Date and Time: 7/27/2015 3:50 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-66351753
Reference	APL - 47267
List Count	16045
Removed*	362
Sent	12325
Failed	3358
Document Page Count	1

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="checkbox"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="checkbox"/>					
<input type="checkbox"/>					

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1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____
 Exp. Date: _____ PO. #: _____
 SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

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Customer #

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, August 3, 2015 10:57 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-66625032)
Attachments: BFX-66625032_Exception.csv

Customer Care
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Broadcast Fax Job Summary Report

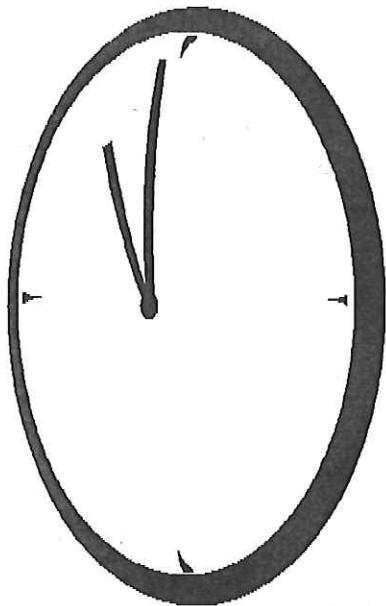
Report Generation Date and Time: 8/3/2015 3:56 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-66625032
Reference	APL - 47287
List Count	15791
Removed*	355
Sent	12241
Failed	3195
Document Page Count	1

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					

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1. _____

2. _____

3. _____

4. _____

5. _____

Logo Position: _____

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Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
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Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

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Customer #

00538892

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, August 10, 2015 10:54 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-66960817)
Attachments: BFX-66960817_Exception.csv

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Broadcast Fax Job Summary Report

Report Generation Date and Time: 8/10/2015 3:53 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-66960817
Reference	APL - 47303
List Count	28594
Removed*	773
Sent	21635
Failed	6186
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

Or print up to 5 lines ☐ Check for no imprint required:

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

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BZ084

Customer #

00588892

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, August 24, 2015 10:18 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-67652782)
Attachments: BFX-67652782_Exception.csv



Customer Care
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Broadcast Fax Job Summary Report

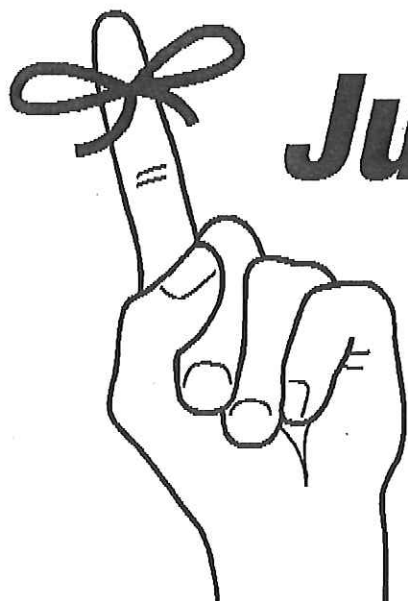
Report Generation Date and Time: 8/24/2015 3:18 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-67652782
Reference	APL - 47328
List Count	15313
Removed*	334
Sent	11819
Failed	3160
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

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From: WestFax Reports <reports@westfax.com>
Sent: Tuesday, September 8, 2015 11:06 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-68367979)
Attachments: BFX-68367979_Exception.csv

Customer Care
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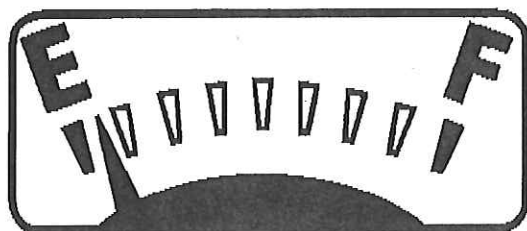
Report Generation Date and Time: 9/8/2015 4:05 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-68367979
Reference	APL - 47359
List Count	16487
Removed*	357
Sent	12961
Failed	3169
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="checkbox"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

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Imprint Information

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

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Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

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CB782

Customer #

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, September 14, 2015 11:12 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-68711406)
Attachments: BFX-68711406_Exception.csv

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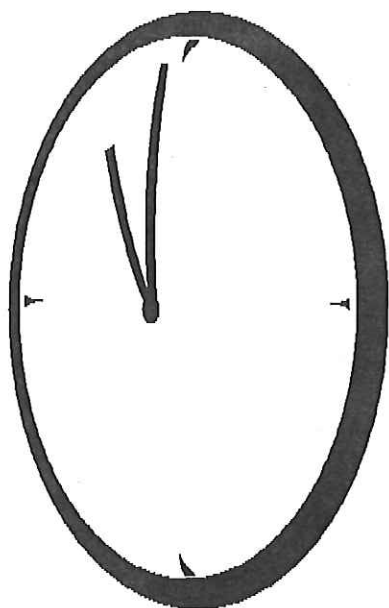
Report Generation Date and Time: 9/14/2015 4:11 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-68711406
Reference	APL - 47384
List Count	16375
Removed*	304
Sent	12923
Failed	3148
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					

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1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 Logo Position: _____

Payment Information

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Card #: _____
 Exp. Date: _____ PO. #: _____
 SIGNATURE: _____
(Your order must be signed)

Customer Information

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, September 21, 2015 10:33 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-69054444)
Attachments: BFX-69054444_Exception.csv

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Job Summary Report

Report Generation Date and Time: 9/21/2015 3:33 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-69054444
Reference	APL - 47395
List Count	16233
Removed*	305
Sent	12885
Failed	3043
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

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Coupon Code:

CB792

Customer #

00588892

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, October 19, 2015 2:57 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-70443534)
Attachments: BFX-70443534_Exception.csv



Customer Care
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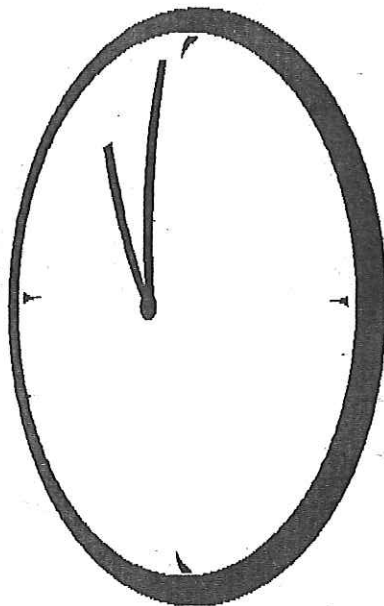
Report Generation Date and Time: 10/19/2015 7:57 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-70443534
Reference	APL - 47449
List Count	14351
Removed*	76
Sent	12019
Failed	2256
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

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Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
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Customer Information

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CC498

Customer #

00588892

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, November 9, 2015 2:33 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-71536670)
Attachments: BFX-71536670_Exception.csv

Customer Care
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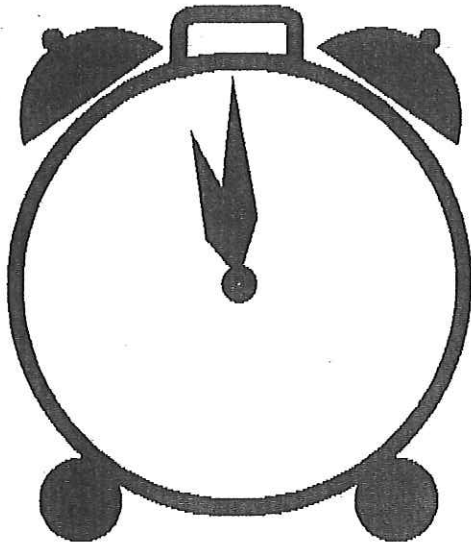
Report Generation Date and Time: 11/9/2015 8:32 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-71536670
Reference	APL - 47494
List Count	13848
Removed*	73
Sent	11688
Failed	2087
Document Page Count	1

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

☐ Or print up to 5 lines ☐ Check for no imprint required:

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

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Coupon Code:

CC559

Customer #

00588892

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, November 16, 2015 1:05 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-71877512)
Attachments: BFX-71877512_Exception.csv

Customer Care
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Broadcast Fax Job Summary Report

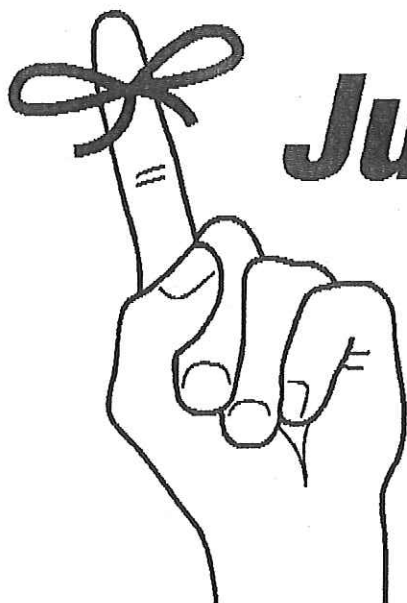
Report Generation Date and Time: 11/16/2015 7:04 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-71877512
Reference	APL - 47507
List Count	12424
Removed*	68
Sent	10381
Failed	1975
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					

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Imprint Information

Or print up to 5 lines ☐ Check for no imprint required:

1. _____
2. _____
3. _____
4. _____
5. _____
Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____
Exp. Date: _____ P.O. #: _____
SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

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Coupon Code:

Customer #

CC562

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From: WestFax Reports <reports@westfax.com>
Sent: Monday, November 23, 2015 11:04 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-72247639)
Attachments: BFX-72247639_Exception.csv

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Broadcast Fax Job Summary Report

Report Generation Date and Time: 11/23/2015 5:03 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-72247639
Reference	APL - 47514
List Count	13514
Removed*	78
Sent	11442
Failed	1994
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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It's Easy! Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% OFF	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					
<input type="radio"/>					

Something New! Visit AmsterdamPrinting.com and Save 20%!

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY6 residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

Imprint Information

Or print up to 5 lines ☐ Check for no imprint required:

1. _____
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 3. _____
 4. _____
 5. _____
 Logo Position: _____

Payment Information

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____
 Exp. Date: _____ P.O. #: _____
 SIGNATURE: _____
(Your order must be signed)

Customer Information

Ship to: Please, no P.O. Boxes for Ship To address

VIRGINIA MCCUEN
 SNELLING PERSONNEL SERVICES
 114 HAYGOOD AVE
 LEXINGTON SC 29072-2690

**You must include or enter your Coupon Code
when ordering to receive your special deal.**

Coupon Code:

Customer #

CC570

00588892

☐ At Amsterdam we are always looking for ways to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and return it to us.

Amsterdam®
 186 Wallins Corners Road • Amsterdam, NY 12010

Telephone: 1-800-833-6231
 Fax: 1-518-843-5204
amsterdamprinting.com/reorder

From: WestFax Reports <reports@westfax.com>
Sent: Monday, November 30, 2015 11:50 AM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-72500803)
Attachments: BFX-72500803_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax Job Summary Report

Report Generation Date and Time: 11/30/2015 5:49 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-72500803
Reference	APL - 47523
List Count	11814
Removed*	75
Sent	10024
Failed	1715
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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47523 11.15



A JUMP START TO THE HOLIDAYS

You receive **20% off** your entire order!

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try **something new!** If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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IMPRINT INFORMATION

Or print up to 6 lines ☐ Check for no imprint required:

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2680

PAYMENT INFORMATION

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____

(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

CC573

Coupon Code:

00538892

CALL 800.833.6231

FAX 518.843.5204

SHOP AmsterdamPrinting.com/Reorder

From: WestFax Reports <reports@westfax.com>
Sent: Monday, December 7, 2015 2:30 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-72856969)
Attachments: BFX-72856969_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax Job Summary Report

Report Generation Date and Time: 12/7/2015 8:29 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-72856969
Reference	APL - 47531
List Count	11837
Removed*	60
Sent	10723
Failed	1054
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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47531 12.7



You receive **20% off** your entire order!

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try **something new!** If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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IMPRINT INFORMATION

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2880

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____

(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

CC904

Coupon Code:

00538892

CALL 800.833.6231

FAX 518.843.5204

SHOP AmsterdamPrinting.com/Reorder

From: WestFax Reports <reports@westfax.com>
Sent: Monday, December 14, 2015 1:53 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-73172449)
Attachments: BFX-73172449_Exception.csv

Customer Call
800-473-6208

[WestFax Home](#)

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Broadcast Fax Job Summary Report

Report Generation Date and Time: 12/14/2015 7:53 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-73172449
Reference	APL - 47537
List Count	10265
Removed*	252
Sent	9562
Failed	451
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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HAPPY HOLIDAYS!



It's TIME to REORDER
and SAVE **20%** off your next order!

It's EASY!

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.05	\$0.84	\$252.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-633-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2630

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____

(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

CC907

Coupon Code:

00638892

From: WestFax Reports <reports@westfax.com>
Sent: Thursday, December 17, 2015 12:20 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-73359068)
Attachments: BFX-73359068_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax Job Summary Report

Report Generation Date and Time: 12/17/2015 6:20 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-73359068
Reference	APL - 48789
List Count	9853
Removed*	50
Sent	9369
Failed	434
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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WALL CALENDAR

BLOW OUT

While Supplies Last

ORDER TODAY @ AmsterdamPrinting.com/latebird

Item #	Quantity	Product Description	Qty.	Offer
<input type="radio"/> 44910		Feline Friends Stitched	50	\$1.19
<input type="radio"/> 36541		Muscle Car Stitched	100	\$0.99
<input type="radio"/> 33181		Murphy's Law Stitched	250	\$0.99
<input type="radio"/> 35399		Scenic America Stitched	500	\$0.99
<input type="radio"/> 44639		Light House Spiraled	750	\$0.89
<input type="radio"/> 33368		Scenic America Spiraled	1,000	\$0.79
<input type="radio"/> 44638		Woodland Retreats Spiraled	2,500	\$0.79
<input type="radio"/> 44801		Luxe Gallery American Splendor Stapled		
<input type="radio"/> 44606		Luxe Gallery Inspirations Spiral		
<input type="radio"/> 45122		American Heartland Wall Spiral		
<input type="radio"/> 44312		Luxe Gold America Spiral		



Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2680

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

CE460

Coupon Code:

00538892

From: WestFax Reports <reports@westfax.com>
Sent: Wednesday, December 23, 2015 1:27 PM
To: Talbot, Tammy (APL)
Subject: WestFax Fax Report (BFX-73555160)
Attachments: BFX-73555160_Exception.csv



Customer Care
800-473-6208

[WestFax Home](#)

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Broadcast Fax Job Summary Report

Report Generation Date and Time: 12/23/2015 7:27 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-73555160
Reference	48790
List Count	9853
Removed*	51
Sent	9309
Failed	493
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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OVER STOCK

Wall Calendars

While Supplies Last

ORDER TODAY @ AmsterdamPrinting.com/latebird

Item #	Quantity	Product Description	Qty.	Offer
<input type="radio"/> 44810		Feline Friends Stitched	50	\$1.19
<input type="radio"/> 38541		Muscle Car Stitched	100	\$0.99
<input type="radio"/> 33181		Murphy's Law Stitched	250	\$0.99
<input type="radio"/> 35399		Scenic America Stitched	500	\$0.99
<input type="radio"/> 44639		Light House Spiraled	750	\$0.89
<input type="radio"/> 33368		Scenic America Spiraled	1,000	\$0.79
<input type="radio"/> 44638		Woodland Retreats Spiraled	2,500	\$0.79
<input type="radio"/> 44601		Luxe Gallery American Splendor Stapled		
<input type="radio"/> 44606		Luxe Gallery Inspirations Spiral		
<input type="radio"/> 45122		American Heartland Wall Spiral		
<input type="radio"/> 44312		Luxe Gold America Spiral		

AS LOW AS
79¢

PLUS
FREE
SETUP!

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2630

PAYMENT INFORMATION

☐ Bill Me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Not order - not required)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

00588892

Coupon Code:

CE460

CALL 800.833.6231

FAX 518.843.5204

SHOP AmsterdamPrinting.com/Reorder

From: WestFax Reports <reports@westfax.com>
Sent: Monday, April 4, 2016 11:39 AM
To: arice@taylorcorp.com
Subject: WestFax Fax Report (BFX-77487525)
Attachments: BFX-77487525_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

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Broadcast Fax Job Summary Report

Report Generation Date and Time: 4/4/2016 4:38 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-77487525
Reference	APL - 48801
List Count	10157
Removed*	8
Sent	9903
Failed	246
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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THINGS TO DO TODAY

☒ Get bread & milk

☒ REORDER supplies and **SAVE 20%**

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try **something new!** If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.10	\$0.88	\$264.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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IMPRINT INFORMATION

☐ Check for no imprint required ☐ Or print up to 6 lines

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address

VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2890

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

00538892

Coupon Code:

CG564

CALL 800.833.6231

FAX 518.843.5204

SHOP AmsterdamPrinting.com/Reorder

From: WestFax Reports <reports@westfax.com>
Sent: Monday, April 11, 2016 1:14 PM
To: arice@taylorcorp.com
Subject: WestFax Fax Report (BFX-77787017)
Attachments: BFX-77787017_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax

Job Summary Report

Report Generation Date and Time: 4/11/2016 6:13 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-77787017
Reference	APL - 48812
List Count	9832
Removed*	33
Sent	9604
Failed	195
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

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JUST A REMINDER

Reorder and **SAVE**
20% off your next order!

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try **something new!** If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.10	\$0.88	\$264.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

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IMPRINT INFORMATION

☐ Check for no imprint required ☐ Or print up to 6 lines

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2880

PAYMENT INFORMATION

☐ Bill me (pending credit approval) | ☐ Check enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

00638892

Coupon Code:

CG567

From: WestFax Reports <reports@westfax.com>
Sent: Monday, April 25, 2016 1:10 PM
To: arice@taylorcorp.com
Subject: WestFax Fax Report (BFX-78383352)
Attachments: BFX-78383352_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax Job Summary Report

Report Generation Date and Time: 4/25/2016 6:10 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-78383352
Reference	APL - 48837
List Count	9154
Removed*	3
Sent	8999
Failed	152
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

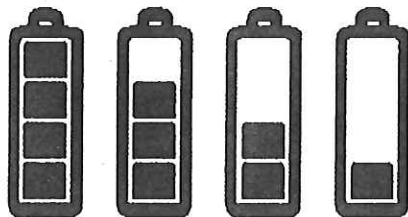
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ARE YOUR
SUPPLIES
RUNNING
LOW?



SAVE
20%
ON YOUR NEXT
REORDER

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.10	\$0.88	\$264.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

☐ At Amsterdam we are always looking for way to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and fax a copy to 518-843-5204, or call 1-800-833-6231. Your request must include the phone number of the fax machine(s) affected. It is unlawful for us to fail to respond to your request within thirty (30) days.

IMPRINT INFORMATION

☐ Check for no imprint required ☐ Or print up to 5 lines

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2830

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

00638892

Coupon Code:

CG563

CALL 800.833.6231

FAX 518.843.5204

SHOP AmsterdamPrinting.com/Reorder

From: WestFax Reports <reports@westfax.com>
Sent: Tuesday, May 3, 2016 1:30 PM
To: arice@taylorcorp.com
Subject: WestFax Fax Report (BFX-78735610)
Attachments: BFX-78735610_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax Job Summary Report

Report Generation Date and Time: 5/3/2016 6:29 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-78735610
Reference	APL - 48852
List Count	13139
Removed*	7
Sent	12831
Failed	301
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

Thank You for Choosing WestFax!

10465 Park Meadows Drive Suite 200, Lone Tree, CO 80124 | 800-473-6208 | 303-299-9329 | Fax 303-299-9309 | info@westfax.com

THINGS TO DO TODAY



☒ REORDER supplies
and SAVE 20%

It's EASY!

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your 20% savings will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	20%	Total
<input type="radio"/> 44076 <input type="radio"/> <input type="radio"/>	300	FESTIVAL PEN	\$1.10	\$0.88	\$264.00
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

☐ At Amsterdam we are always looking for way to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and fax a copy to 516-843-5204, or call 1-800-833-6231. Your request must include the phone number of the fax machine(s) affected. It is unlawful for us to fail to respond to your request within thirty (30) days.

IMPRINT INFORMATION

☐ Check for no imprint required ☐ Or print up to 5 lines

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address

VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2830

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

538892

Coupon Code:

CI109

From: WestFax Reports <reports@westfax.com>
Sent: Friday, May 6, 2016 8:42 AM
To: arice@taylorcorp.com
Subject: WestFax Fax Report (BFX-78897310)
Attachments: BFX-78897310_Exception.csv



Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)



Broadcast Fax Job Summary Report

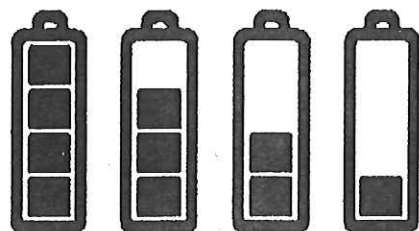
Report Generation Date and Time: 5/6/2016 1:41 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-78897310
Reference	APL - 48863
List Count	2
Removed*	0
Sent	2
Failed	0
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

Thank You for Choosing WestFax!

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SUPPLIES RUNNING LOW?

SAVE
20%
ON YOUR NEXT
REORDER

It's EASY!

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.10	\$0.88	\$264.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamPrinting.com and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-833-6231. Additional charges may apply. Shipping and handling are extra. NY & WA state residents add sales tax. Allow 5% for over/under run. To include your logo add \$35 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Discounts do not apply to Everyday Deal or Clearance items. Clearance items are while supplies last. Offers and pricing subject to change without notice.

☐ At Amsterdam we are always looking for way to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and fax a copy to 518-843-5204, or call 1-800-833-6231. Your request must include the phone number of the fax machine(s) affected. It is unlawful for us to fail to respond to your request within thirty (30) days.

IMPRINT INFORMATION

☐ Check for no imprint required ☐ Or print up to 5 lines

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to: Please, no P.O. Boxes for Ship To address

VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2680

PAYMENT INFORMATION

☐ Bill me (pending credit approval) ☐ Check enclosed ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

00638892

Coupon Code:

CI113

From: WestFax Reports <reports@westfax.com>
Sent: Monday, May 16, 2016 10:49 AM
To: arice@taylorcorp.com
Subject: WestFax Fax Report (BFX-79274195)
Attachments: BFX-79274195_Exception.csv

Customer Care
800-473-6208

[WestFax Home](#)

[Account Login](#)

Broadcast Fax

Job Summary Report

Report Generation Date and Time: 5/16/2016 3:48 PMUTC

Account	ACCT-00004126 (Amsterdam Printing)
Product	AMSTERDA
Job Number	BFX-79274195
Reference	CAN - 9670
List Count	2203
Removed*	13
Sent	2028
Failed	162
Document Page Count	1

* Removed contains numbers in removal list(s) and can contain invalid numbers and duplicate numbers.

Thank You for Choosing WestFax!

10465 Park Meadows Drive Suite 200, Lone Tree, CO 80124 | 800-473-6208 | 303-299-9329 | Fax 303-299-9309 | info@westfax.com



REMINDER

TIME to REORDER

SAVE **20%** ON YOUR NEXT ORDER!

It's **EASY!**

Just check the box next to the items that you would like to reorder and fax it back to us.

Or try something new! If you see a new item that you would like instead, just write the item number in the space provided. Your **20% savings** will be applied automatically to your order!

Item #	Quantity	Product Description	Regular Price	w/ 20% off	Total
<input type="radio"/> 44076	300	FESTIVAL PEN	\$1.10	\$0.88	\$264.00
<input type="radio"/>					
<input type="radio"/>					
SOMETHING NEW! ---- Visit AmsterdamProducts.ca and Save 20%!					
<input type="radio"/>					

Please complete form, or call 1-800-267-9200. Additional charges may apply. Shipping and handling are extra. Add GST/HST as applicable. Allow 5% for over/under run. Quebec & Ontario residents add sales tax. To include your logo add \$29.95 art charge. Please send clean, clear, black and white, camera-ready artwork. Term: Net 10 days to rated firms. Discounts do not apply to Everyday Deal or Clearance items. Offer cannot be used in conjunction with any other offer and cannot be applied to existing orders. Offers and pricing subject to change without notice.

☐ At Amsterdam we are always looking for way to offer you great deals. However, if you do not want future special offers to come to you via fax, please check this box and fax a copy to 613-933-4733, or call 1-800-267-9200. Your request must include the phone number of the fax machine(s) affected. It is unlawful for us to fail to respond to your request within thirty (30) days.

IMPRINT INFORMATION

☐ Check for no imprint required ☐ Or print up to 6 lines

1. _____
2. _____
3. _____
4. _____
5. _____

Logo Position: _____

CUSTOMER INFORMATION

Ship to:
VIRGINIA MCCUEN
SNELLING PERSONNEL SERVICES
114 HAYGOOD AVE
LEXINGTON SC 29072-2690

PAYMENT INFORMATION

☐ Bill me (pending credit approval) | ☐ Cheque enclosed | ☐ Credit card:



Card #: _____

Exp. Date: _____ P.O. #: _____

SIGNATURE: _____
(Your order must be signed)

COUPON CODE

You must include or enter your Coupon Code when ordering to receive your discount.

Customer #

00538892

Coupon Code:

CI117